United States Court of Appeals

for the Second Circuit

APPENDIX

74-1951

United States Court of Appeals

FOR THE SECOND CIRCUIT

No. 74-1951

AMERICAN TELEPHONE & TELEGRAPH CO.,

Petitioner,

—against—

NATIONAL LABOR RELATIONS BOARD,

Respondent.

ON PETITION FOR REVIEW AND TO SET ASIDE AND CROSS-APPLICATION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

JOINT APPENDIX

PROSKAUER ROSE GOETZ & MENDELSOHN
Attorneys for
American Telephone & Telegraph Co.
300 Park Avenue
New York, New York 10022
593-9000

ELLIOTT MOORE
JOHN M. FLYNN
Attorneys
National Labor Relations Board
Washington, D. C. 20570

UNITED STATES COURT OF APPEALS
FILED
NOV 15 1974
SECOND CIRCUIT

PAGINATION AS IN ORIGINAL COPY

JOINT APPENDIX

TABLE OF CONTENTS

PAGE

Chronological List of Revelant Docket Entries 1a

General Counsel's Exhibits:

General Counsel's Exhibit 1-A—Charge in Case No. 2-CA-13094 ..... 3a

General Counsel's Exhibit 1-C—Amended Charge in Case No. 2-CA-13094 ..... 5a

General Counsel's Exhibit 1-D—Complaint and Notice of Hearing in Case No. 2-CA-13094 ..... 6a

General Counsel's Exhibit 1-H—American Telephone & Telegraph Company's Answer in Case No. 2-CA-13094 ..... 16a

General Counsel's Exhibit 2 ..... 18a

Petitioner's Exhibits:

Petitioner's Exhibit 1 ..... 19a

Petitioner's Exhibit 2 ..... 21a

Transcript of Testimony 23a

WITNESS FOR NLRB:

Anne H. Walden:

Direct 26a

Cross 44a

Redirect 80a

Recross 81a

RESPONDENT'S WITNESSES:

PAGE

Walter H. Nichols:
Direct 86a
Cross 87a
Redirect 90a

William H. Beckett:
Direct 92a
Voir Dire 99a
Direct (Resumed) 100a
Cross 108a

Sandra Hooper:
Direct 116a
Cross 118a

Helen M. Forino:
Direct 119a
Cross 121a

Elizabeth F. Pisko:
Direct 123a
Cross 125a

Administrative Law Judge's Decision, dated March 26, 1974 ..... 127a

General Counsel's Statement of Exception to the Administrative Law Judge's Decision, dated April 18, 1974 ..... 137a

Decision and Order, dated June 20, 1974 ..... 139a

Chronological List of Relevant Docket Entries

In the Matter of: American Telephone & Telegraph Co.

Case No.: 2-CA-13094

9.25.73	Charge filed
10.19.73	First Amended Charge filed
10.30.73	Complaint and Notice of Hearing, dated
11. 9.73	Order Rescheduling Hearing, dated
11.12.73	Petitioner's Answer, dated
12.13.73	Hearing opened
12.13.73	Hearing closed
3.26.74	Administrative Law Judge's Decision issued
4.18.74	General Counsel's Statement of Exception to Administrative Law Judge's Decision, received
6.20.74	Decision and Order issued by the National Labor Relations Board

General Counsel's Exhibit 1-A

CHARGE

(See opposite) ☞

FORM NLRB-501
(2-67)

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 2-CA-13091

Date Filed 9/25/73

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
American Telephone & Telegraph Co.

b. Number of Workers Employed
1,000

c. Address of Establishment (Street and number, city, State, and ZIP code)
[illegible] Avenue of Americas, Room 840, New York, NY

d. Employer Representative to Contact
W. Nichols

e. Phone No.
393-9328

f. Type of Establishment (Factory, mine, wholesaler, etc.)
Telephone Industry

g. Identify Principal Product or Service
Telephone Service

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) (List subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

On or about September 17, 1973, the above named Employer threatened me with strong disciplinary action because he became annoyed over the way I spoke to him regarding information given to me concerning part-time employees.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)

Anne H. Walden

4a. Address (Street and number, city, State, and ZIP code)

3308 Surring Avenue, Bronx, New York

4b. Telephone No.

881-6756

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Anne H. Walden (Signature of representative or person filing charge)

an individual (Title, if any)

Address 3308 Surring Avenue, Bronx, NY 881-6756 (Telephone number) 9/25/73 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 768-071

3a

General Counsel's Exhibit 1-A

General Counsel's Exhibit 1-C

AMENDED CHARGE

(See opposite) ☞

FORM NLRB-501
(2-67)

Form Approved
Budget Bureau No. 64-R001.12

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

First Amended

CHARGE AGAINST EMPLOYER

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 2-CA-10094

Date Filed October 19, 1973

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
American Telephone & Telegraph Co.

b. Number of Workers Employed
1,000

c. Address of Establishment (Street and number, city, State, and ZIP code)
32 Avenue of the Americas, Room 840, N.Y., N.Y.

d. Employer Representative to Contact
M. Nichols

e. Phone No.
393-6328

f. Type of Establishment (Factory, mine, wholesaler, etc.)
Telephone Industry

g. Identify Principal Product or Service
Telephone Service

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and _____ (first subsections) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (Be specific as to dates, names, addresses, plants involved, dates, places, etc.)

On or about September 17, 1973, the above-named Employer by its officers, agents and representitives threatened Anne H. Walden with disciplinary action, because of her protected activities as a representative of Local 1150, Communications Workers of America, AFL-CIO.

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full Name of Party Filing Charge (If labor organization, give full name, including local name and number)
Anne M. Walden

4a. Address (Street and number, city, State, and ZIP code)
3300 [illegible] Avenue, Bronx, N.Y. 10469

4b. Telephone No.
881-6756

5. Full Name of National or International Labor Organization of Which It Is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By [signature] (Signature of representative or person filing charge) — (Title, if any)

Address [illegible] Lovering Ave. — 881-6756 (Telephone number) — 10/29/73 (Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

GPO 788-071

General Counsel's Exhibit 1-C

58

General Counsel's Exhibit 1-D

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 2

Case No. 2-CA-13094

AMERICAN TELEPHONE & TELEGRAPH CO.,

and

ANNE H. WALDEN.

COMPLAINT AND NOTICE OF HEARING

It having been charged by Anne H. Walden, that American Telephone & Telegraph Co., herein called AT&T, has engaged in, and is engaging, in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, *et seq.*, herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, Region 2, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations—Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1(a). The Charge in this proceeding was filed by Anne H. Walden on September 25, 1973, and served by registered mail upon AT&T, on or about September 25, 1973.

General Counsel's Exhibit 1-D

(b) The First Amended Charge in this proceeding was filed by Anne H. Walden on October 19, 1973, and served by registered mail upon AT&T, on or about October 19, 1973.

2(a). AT&T is and has been at all times material herein a corporation duly organize under and existing by virtue of, the laws of the State of New York.

(b). At all times material herein AT&T has maintained an office and place of business at 200 Park Avenue, in the City and State of New York, and other places of business in the various states of the United States, where it is, and has been at all times material herein continuously engaged in providing telecommunication services and related services.

(c). During the past year, which period is representative of its annual operations generally, AT&T, in the cours and conduct of its business operations, performed services valued in excess of $10,000,000, of which services valued in excess of $50,000 were performed in, and for various enterprises located in, states other than the state wherein it is located.

3. AT&T, is and has been at all times material herein an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4(a). At all times material herein AT&T has recognized Local 1150, Communication Workers of America, herein called Local 1150, as the bargaining representative of certain of its employees employed by its Long Lines department situated in New York, New York.

Errors so in the original.

General Counsel's Exhibit 1-D

(b). At all times material herein, Anne H. Walden has been a Traffic Section Chairman for Local 1150 and has been a representative and agent of said labor organization.

5. On or about September 17, 1973, AT&T, by W. R. Beckett, its District Operations Supervisor, and its agent, at the premises of AT&T threatened Anne H. Walden with disciplinary action because Anne H. Walden, in her capacity as a Local 1150 representative was seeking clarification of certain information furnished to Local 1150 by AT&T.

6. By the act described above in paragraph 5, AT&T interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

7. The act of AT&T described above in paragraph 5, occurring in connection with its operations described above in paragraphs 2 and 3, have a close, intimate, and substantial relation to trade, traffic and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 16th day of November 1973, at 11:00 a.m., at 26 Federal Plaza, 36th Floor, in the City and State of New York, a hearing will be conducted be-

General Counsel's Exhibit 1-D

fore a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise and give testimony.

You are further notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the Regional Director for Region 2, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint within ten (10) days from the service thereof, and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing of its answer, Respondent shall serve a copy thereof on each of the other parties.

Form NLRB-4668, Statement of Standard Procedure in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases is attached.

Dated at New York, New York this 30th day of October 1973.

/s/ SIDNEY DANIELSON
Sidney Danielson,
Regional Director
National Labor Relations Board,
Region 2
26 Federal Plaza, 36th Floor
New York, New York 10007

General Counsel's Exhibit 1-D

NATIONAL LABOR RELATIONS BOARD

NOTICE

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

(1) The request must be in writing. An original and two copies must be served on the Regional Director;

(2) Grounds therefor must be set forth *in detail;*

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

General Counsel's Exhibit 1-D

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

American Telephone and Telegraph Co.
Att: W. Nichols
32 Avenue of the Americas, Rm. 840
New York, N.Y. 10013

Anne H. Walden
3308 Lurting Ave.
Bronx, N.Y. 10469

American Telephone and Telegraph Co.
Att: Philip J. Wessel, Esq.
200 Park Ave.
New York, N.Y. 10017

Proskauer, Rose, Goetz, and Mendelsohn
Att: Mr. Leff
300 Park Ave.
New York, N.Y.

General Counsel's Exhibit 1-D

(C CASES)

SUMMARY OF STANDARD PROCEDURES IN FORMAL HEALINGS HELD BEFORE THE NATIONAL LABOR RELATIONS BOARD IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED

The hearing will be conducted by an Administrative Law Judge of the National Labor Relations Board. He will preside at the hearing as an independent, impartial trier of the facts and the law and his decision in due time will be served on the parties. His headquarters are either in Washington, D.C. or San Francisco, California.

At the date, hour, and place for which the hearing is set, the Administrative Law Judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to assure that the issues are sharp and clear-cut; or he may, on his own initiative, conduct such a conference. He will preside at any such conference, but he may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record—for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the Administrative Law Judge conducting the prehearing conference will be the one who will conduct the hearing; and *it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference.* No prejudice will result to any party unwilling to participate in or to make

stipulations or concessions during any prehearing conference.

(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the Administrative Law Judge for his approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the Administrative Law Judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the Administrative Law Judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The Administrative Law Judge will allow an automatic exception to all adverse rulings, and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies shall also be supplied to other parties. If a copy

of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy before the close of hearing. In the event such copy is not submitted, and the filing thereof has not for good reason shown been waived by the Administrative Law Judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, upon request, to a reasonable period at the close of the hearing for oral argument, which shall be included in the stenographic report of the hearing. In the absence of a request, the Administrative Law Judge may himself ask for oral argument, if at the close of the hearing he believes that such argument would be beneficial to his understanding of the contentions of the parties and the factual issues involved.

Any party shall also be entitled upon request made before the close of the hearing, to file a brief or proposed findings and conclusions, or both, with the Administrative Law Judge who will fix the time for such filing.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations with respect to the procedure to be followed *before* the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the Administrative Law Judge will be considered unless received by the Chief Administrative Law Judge in Washington, D. C. (or in cases under the San Francisco, California branch office of the Division of Judges, the Associate Chief Administrative Law Judge in charge of such office) at least 3 days prior to the expiration of time fixed for the submission of such

General Counsel's Exhibit 1-D

documents. Notice of request for such extension of time must be served simultaneously upon all other parties, and proof of such service furnished to the Chief Administrative Law Judge or Associate Chief Administrative Law Judge as the case may be. All briefs or proposed findings filed with the Administrative Law Judge must be submitted in triplicate, and may be in typewritten, printed, or mimeographed form, with service upon the other parties.

In due course the Administrative Law Judge will prepare and file with the Board his decision in this proceeding, and will cause a copy thereof to be served upon each of the parties. Upon filing of the said decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, upon all parties. At that point, the Administrative Law Judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the Administrative Law Judge's Decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, Series 8, as amended, particularly in Section 102.46, and following sections. A summary of the more pertinent of these provisions will be served upon the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the Act reduce government expenditures and promote amity in labor relations. Upon request, the Administrative Law Judge will afford reasonable opportunity during the hearing for discussions between the parties if adjustment appears possible, and may himself suggest it.

General Counsel's Exhibit 1-H

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 2

Case No. 2-CA-13094

AMERICAN TELEPHONE & TELEGRAPH CO.

and

ANNE H. WALDEN

ANSWER

Respondent, by its attorneys, answering the complaint, alleges:

1. Denies knowledge or information sufficient to form a belief as to the truth of any of the allegations contained in paragraphs 1(a) and (b) of the complaint, except admits that the charge and the amended charge alleged in paragraphs 1(a) and (b) of the complaint were served upon it by registered mail.

2. Admits the allegations contained in paragraphs 2(a), (b) and (c) of the complaint.

3. Admits the allegation contained in paragraph 3 of the complaint.

General Counsel's Exhibit 1-H

4. Admits the allegations contained in paragraphs 4(a) and (b) of the complaint.

5. Denies each and every allegation contained in paragraphs 5, 6 and 7 of the complaint.

WHEREFORE, Respondent demands that the complaint be dismissed.

PROSKAUER ROSE GOETZ & MENDELSOHN
Attorneys for American Telephone and Telegraph Co.

By /s/ EDWARD SILVER
Edward Silver
A Member of the Firm
300 Park Avenue
New York, New York 10022

Dated: New York, New York
November 12, 1973

General Counsel's Exhibit 2

LIST

(Emblem)
AT&T Long Lines

Mrs. Walden,

Listed below are the N.Y. Division P.T. Tours:

8 -12	—	4
8^2-12^2	—	2
9 - 1	—	19
9^2- 1^2	—	7
10 - 2	—	19
11 - 3	—	2
1 - 5	—	1
1^2- 5^2	—	1
2 - 6	—	1
5 - 8^2	—	3
6^2-10	—	4
11^2- 2	—	12

W. R. Beckett Jr.
Room 840
Extension 5387

Petitioner's Exhibit 1

MINUTES OF GRIEVANCE MEETING OF SEPTEMBER 14, 1973

Date of Meeting: September 14, 1973

Union Representatives: Mrs. Ann Walden, Recorder

Management Representatives: W. R. Beckett,
J. M. LaPilusa

Item 1: O. Abrahams

Mgmt: I have talked with Mr. LaPilusa and I understand the problem concerning O. Abrahams has been resolved.

Union: Our complaint is that Miss Hiebner harassed Miss Abrahams if discipline is required you (managers) have a responsibility to still treat the employee with respect.

Mgmt: How was she disrespectful?

Union: The manor in which she spoke to her. You know we have had complaints about her attitude and manor before.

Mgmt: I agree with you that we do have a responsibility to treat our employees with respect regardless of the situation. I will look into this situation and speak with Miss Hiebner.

Errors so in the original.

Petitioner's Exhibit 1

Date of Meeting: September 14, 1973

Union Representatives: Mrs. Ann (sic) Walden, Recorder

Management Representatives: W. R. Beckett,
J. M. LaPilusa

Item 2: Part Time Hours

Mgmt: I have the information that you requested on Part Timers. I have the total part time hours worked for the two weeks preceeding September 8, 1973.

Union: This is not what I asked for from Mr. W. H. Nichols.

Mgmt: Oh— That is what Mr. Nichols had prepared based on your request. I do in addition have the average length of tour for part-timers for that same period it was 3.96.

Union: How many part timers do you have?

Mgmt: We have 29 part-timers 18 day 11 evenings.

Union: How many part time tours do you have in the Division?

Mgmt: I don't have that information now I will get back to you today with that information.

Note: Information passed to Mrs. Walde.) via D. Lathrop

Errors so in the original.

Petitioner's Exhibit 2

DISCIPLINARY NOTICE OF WARNING

Overseas "A"

Room 840

September 17, 1973

To: W. E. Keegan, District Operations Manager
Overseas "D"

From: W. R. Beckett, Jr., District Operations Supervisor
Overseas "A"

Re: Employee: Mrs. Ann Walden, Operator of
Overseas "D"
(Union-Traffic Chairlady)

I advised Mrs. Walden, subsequent to an incident in which Mrs. Walden became abusive and extremely loud in my office that I would not tolerate this type of behavior. I pointed out that this is to be considered a *warning* and that should there be any similar occasion, in not only District "A" but in any other contact with Management, she would be subject to very severe disciplinary action.

I asked her if she understood what I was saying; she stated, "Yes—but I don't accept it." I pointed out that I was not trying to get her acceptance but reiterated that should this type of behavior be repeated, disciplinary ac-

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Errors so in the original.

tion would be taken. (Mrs. Walden stated that it would probably happen again.)

I advised her that this would be noted in her personal record.

/s/ W. R. Beckett, Jr.
District Operations Supervisor

WRB/sh

Errors so in the original.

Transcript of Testimony

UNITED STATES OF AMERICA

[1] BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION TWO

Case No. 2-CA-13094

[CAPTION OMITTED]

26 Federal Plaza
New York, N. Y.
Thursday, Dec. 13, 1973

The above-entitled matter came on for hearing, pursuant to notice, at 11:00 o'clock a.m.,

Before:

EUGENE E. DIXON,
Administrative Law Judge.

Appearances:

HAYWOOD E. BANKS, Esq.
NATIONAL LABOR RELATIONS BOARD
2nd Region, 26 Federal Plaza,
New York, N. Y.
AOPO General Counsel

ANNE H. WALDEN
CHARGING PARTY

Appearances

DAVID LEFF, Esq.
PROSKAUER ROSE GOETZ & MENDELSOHN
300 Park Avenue,
New York, N. Y.
AOBO Respondent

PHILIP WESSEL, Esq.
200 Park Avenue,
New York, N. Y.
Area Attorney for American Telephone and Telegraph Co., AOBO Respondent

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* * * * *

[3] PROCEEDINGS

Judge Dixon: All right, the hearing will be in order.

This is a formal hearing before the National Labor Relations Board in the matter of American Telephone and Telegraph Company and Anne H. Walden, Case No. 2-CA-13094. The Administrative Law Judge conducting this hearing is Eugene E. Dixon.

Will counsel and other representatives for the parties please state their appearances for the record.

Mr. Banks: Haywood E. Banks, counsel for the General Counsel.

Mr. Wessel: Philip J. Wessel, area attorney for the New York City area of the American Telephone and Telegraph Company.

Mr. Leff: Proskauer, Rose, Goetz & Mendelsohn, by David E. Leff, for the respondent American Telephone and Telegraph Company.

Judge Dixon: I won't make any explanation of the procedures. I am sure you are familiar with it. We will just go ahead.

Go ahead, Mr. Banks.

Mr. Banks: At this time, I would offer in evidence as General Counsel's Exhibit 1, the formal papers in this matter and sub-exhibits A through I. A copy has been shown to the parties and I ask that be received in evidence.

[4] Mr. Wessel: No objection.

Judge Dixon: General Counsel's Exhibit 1-A through 1-I are received in evidence.

(General Counsel's Exhibits 1-A through I received in evidence.)

Mr. Banks: In going through the pleadings it would appear that with respect to 1-A and B, respondent has indicated more or less a lack of knowledge. That, of course, relates to the charge in the proceeding being filed on or about September 25, 1973 and served by registered mail upon AT&T on or about September 25, 1973. That is A. B, the first amended charge in this proceeding, was filed by Anne H. Walden on October 19, 1973 and served by registered mail upon AT&T about October 19, 1973.

These two items were taken care of as far as establishing the fact in the formal papers. The only other paragraphs of the complaint in issue are the pertinent ones, the ones dealing with the violation. That would be Paragraph 5, 6 and 7.

Judge Dixon: I guess that's right. All right. Call your witness.

Mr. Banks: I call Miss Anne Walden.

Anne H. Walden—Charging Party—Direct

ANNE H. WALDEN, being first duly sworn, was examined and testified as follows:

Direct Examination [5] *by Mr. Banks*:

Q. Will you state your name and address, please? A. Mrs. Anne H. Walden, 3309 Lurting Avenue, Bronx, New York.

Q. What is your occupation, Mrs. Walden? A. Telephone operator.

Q. By whom are you employed? A. American Telephone and Telegraph Company.

Q. How long have you been employed by the company? A. Since November, 1946.

Q. At what location are you employed? A. 32 Avenue of the Americas, New York City.

Q. Is your position represented by a labor organization? A. Yes, we are.

Q. What labor organization? A. Communications Workers of America, AFL-CIO.

Q. Do you hold any position with that organization, Mrs. Walden? A. Yes, I do.

Q. What is that position? A. I am Traffic Section Chairman, a member of the Local 1150 Executive Board, Convention Delegate, and a member of the Long Lines Bargaining Committee.

Q. How long have you held any position with the organization? A. The date—I don't have the date exactly clear, but I [6] would say approximately from 10 to 12 years.

Q. In connection with the highest of the offices that you just named and that again is what, please? A. The highest office?

Q. Yes, insofar as the labor organization is concerned. A. I would say it would be the executive board member at present, of the local.

Q. I see. Now, what other offices did you hold again, just for the record. A. The traffic section chairman, a member of the long lines bargaining committee.

Q. Now, as chairman, what are your functions and responsibilities? A. It is my responsibility to represent the people in the traffic department in reference to their grievances and I guess you would say labor problems. I represent them on the executive board of the local.

Q. Now, when you say the traffic department, how many people are we talking about? A. Approximately 1200 at 32 Avenue of the Americas.

Q. Is that all of the employees represented by that labor organization at that location? A. No. Also within the jurisdiction of our local, I represent the traffic employees at 400 Hamilton Avenue, White Plains, New York.

[7] Q. How many employees are involved in that location? A. Approximately 300, and I don't have exact figures right now.

Q. Now, this position from time to time requires you to engage yourself in union affairs regarding those employees? A. Yes, it does.

Q. Now, is all of your work done on non-working time or is some of it done on working time as well? A. Some of it involves work time, because we are representatives on the job.

Q. Now, I direct your attention to the date June 26, and I will ask you if you engaged in any kind of union activities on that date that you recall. A. Yes. I met with the com-

pany management, some of the district managers, also a division manager.

Q. Was that a routine meeting or was there any specific and special problems that were discussed at that meeting? A. At that meeting I met, I believe for the first time, a new division traffic manager, Mr. Allen Gamble, also there was a Mr. W. R. Nichols, who is a district operations manager, and I think there was a Mr. W. Beckett at the meeting. And there were a couple of union representatives. A Miss Jean Nelson at this time and a Miss LaTrop. And I'm not sure, I do have these facts on my notes, but I don't have the notes in front of me right now.

[8] Q. Before we go further into the meeting, will you explain to the judge what the organizational setup of the traffic department is at the location 32 Avenue of the Americas? A. At 32 Avenue of the Americas, the traffic department in June at that time consisted of four overseas operating districts. We handle traffic to foreign countries that originate in the United States. We also have traffic coming from various countries that we may have to inter-connect with various foreign countries. The four overseas operating districts are headed by a district operations manager. That comprises the New York traffic division, who is headed by a division operations manager. At present, there are only three overseas operating districts. When we met in June we discussed the closing of one of these overseas operating districts.

Judge Dixon: This is June 26 meeting that you referred to earlier?

The Witness: Yes.

Q. Which one of those divisions were to be closed? A. The district that was to be closed was overseas "A", like "apple."

Q. I would assume that the others would be B, C and D? A. The remaining overseas operating districts are overseas B, Benjamin, C, Charles, D, David.

Q. Was the purpose of that meeting in part to discuss that [9] closing? A. Yes, it was. The company at that time, Mr. Gamble, Mr. Nichols, had explained that they would be closing this overseas A operating district the last of October and that the people in the bargaining unit that worked in overseas A would have to go out to the other districts. It involved in July, I believe, a transfer of approximately 20 people in the bargaining unit from overseas A into overseas C. Once again in September there would be another transfer of people, operators and service assistants, into overseas district D. With the A district closing about the last of October, but prior to the eventual closing of overseas A district, the traffic within overseas A also the people would be moved into other districts.

Q. Now, did the company have a normal time of year when there was a change in the shifts or the hours in which the employees worked? A. Within the past few years we have ordinarily had two changes per year, one around the end of April when the time changes from standard time to daylight saving time, and once again around the last of October when the time changes from daylight saving time back to standard time. And this has been the procedure. If there was any reason to adjust their traffic needs on the force, they have had changes in seasonal schedules at different times. But most recently [10] it's been more or less twice a year.

Q. Now, does the employer at that location employ only full-time employees or does it have other classifications as well? A. In the traffic department we have regular full-time employees. We also have regular part-time employees.

Q. Now, the changes that you were referring to, first with respect to the closing of the A district, in what way, if at all, would that affect the union and the representation of its members? A. The contract states employees are entitled to tours when they change a schedule, a seasonal schedule it is referred to in the contract, based on your seniority and your preference. So when we have, and we call it ordinarily a seating plan. The contract refers to seasonal schedule. The employees have an option of filling out a preference of tours, the tours that they have available to bid based on their seniority. Now more or less we have with the last seating plan, with approximately 1,000 overseas operators, there were 586 basic tours for these employees to select from. So we ordinarily, we get a seniority list of the employees, service dates, and we get whatever amount of tours that are being offered basically. We also have supplementary tours. The remaining part of the force being assigned. Unassigned replacement force that they fill in behind the [11] basic tours for non-scheduled days, vacation and so forth.

So we have always been involved in getting this information from the company prior to it being posted for the employees to see. And we discuss it, if there are any problems with it, and if the union feels maybe its people don't have enough tours available or what have you, we always discuss this with the company.

Q. I believe you mentioned a seating plan. Will you explain to the judge what you mean by that? A. Well, actu-

ally, what we have in the contract is a seasonal tour selection and I believe it is Article 5.63 of our long lines agreement, and we call it a seating plan, because they make changes, people are entitled to bid for hours and so forth at these various periods within the year. And we call it a seating plan because it is based on the company needs, the required people that they need to operate the business and so forth, and this is how we get basic tours and so forth. And people entitled to bid and based on their seniority. I don't know if that explains it fully.

Q. All right. Now, would you state which of those districts you were employed in, if either? A. At that time I was employed in overseas D district, D like David.

Q. Who was your immediate supervisor? A. Now my immediate supervisor, first-line supervisors and [12] operations supervisor, and her name was Miss C. Moran, and the next one in line was I believe Miss V. Campeon, and the district operations manager at that time was Mr. W. Keegan.

Q. Now, you had indicated that in order to properly service the employees you represented, that you normally got certain information? A. Yes.

Q. Now, at the time that it became apparent that a district would be terminated, was there any information that you felt it would be necessary that you had in order to properly service the employees you represented? A. Yes, I requested the seniority list, the tours that are available with the senior plan, the senior list includes how many regular full-time employees do we have, operators, how many part-time employees, how many service assistants within the division. And this is the information that I had asked for.

Q. Now, had you had occasions in the past to request that same type of information? A. Oh, many times, whenever we have a seating plan.

Q. Do you recall normally about what the time interval was generally from the time you normally requested that information to the time you actually received it? A. Are you referring to the last time?

Q. No, I mean— [13] A. Ordinarily, I would say a week.

Q. Now, from whom would you normally make that request? A. Many times we have gotten the information from a force supervisor, responsible for us making assignments of force and other things. And if we had a meeting with the manager and in this case since it was an entire division seating plan which we—this is only the second time we had had a division seating plan in traffic. It is usually a seating plan within a district, not division. But this plan which was the second time, the first time being November, 1972, this was the second time we had an entire division seating plan. And we met, the first meeting in June, and it was discussed with Mr. Allen Gambel who is the division traffic representative, management. He had advised the union at that time that Mr. Nichols would be responsible for this seating plan. He had delegated this responsibility to Mr. Nichols, who is a district operations manager. We had had quite a few meeting regarding this. And at some meeting we got certain information. We discussed the part-time employees, that is where I ran into difficulty. I would say approximately three different meetings that I had requested the amount of regular part-time employees, how many, and the tours that they worked. Because the part-time employees, they don't get their non-scheduled

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days based on their seniority. When they are hired, their working [14] conditions are so stipulated to them by the company, when they are hired, or if they are reclassified from full-time to part-time. And subsequent modifications should be a mutual understanding between the part-timer and the company, the employer. So, we don't ordinarily know what days a part-timer works, or what hours that they are working unless we get the information from the company. So we tried to find out just what hours are they working, how many you have working on these tours, and what days.

Q. Now, as a result of this meeting of June 26, did there come a time when you requested the information you just referred to? A. Yes. I would say in approximately three different meetings at which I, at one meeting I would get information, that necessarily, that I didn't ask for, that there are so many hours that part-timers had worked within a week. And this is not what I asked for. And I felt my request was understood, and it was very clear. But I kept getting—this went over a period from June up until September, I believe. A period of, I would say, six weeks or more.

Q. Did you get this information in meetings—by meetings I mean an actual organized meeting, or do you mean you met with a particular company official? A. I met with Mr. Nichols, also with Mr. Beckett, who is—I believe his title was staff assistant supervisor to [15] Mr. Nichols. In Mr. Nichols' absence, because during this period of time I think he was away from the company for about a week, and I met with Mr. Beckett who was meeting with me in his stead. There have been times we have gotten this infor-

mation in meetings or subsequently maybe the information was sent to me through one of the stewards or through somebody else.

Q. Do you recall the approximate time you got your first bit of information after June 26? A. Well, in August now, there was about 20 people that got moved, and I did get the names and so forth where these people got moved to. I got this information. And there was—like I said, the seniority list. And tours. Because at the first meeting initially I didn't have the amount of tours that would be offered for the people.

Q. Now, when did you make your first request, did you make it in that meeting of June 26 or sometime thereafter? A. At the June 26 meeting, and as I said, I don't have the notes and I have many meetings. I cannot give you a definite answer. Just at what meeting I made the request.

Q. Well— A. I would have to research it.

Q. Would you have an idea of what month it was that you made the request? A. I would say it was sometime in July.

[16] Q. Sometime in July? A. Yes.

Q. And you got your first bit of information, I believe you said in August? A. I would say, because we did have the transfer in August and I did get information. I have quite a bit of information.

Q. Was the request made orally or was it made in writing, the request for information? A. The request for the information was made orally at meetings, company and union meetings.

Q. Was that the normal way that requests were made for information of that kind? A. Usually, yes.

Q. Now, when did you first get information regarding the part-time employees? A. We had a meeting, as I said I'm not clear on dates, I don't have the dates with me. I had a discussion with Mr. Beckett in the absence of Mr. Nichols and he tried to give me some information that he was reading from a piece of paper. And I told him that this is not what I want. And I again made the request and tried to make it understood what I wanted.

Now, I know it was a Friday afternoon. I was on duty. And I have the paper, if you want me to get it to try to find out just when the date was.

[17] Q. Now, was it during the month of September or was it August? A. I believe it was September. Because I came here in September, I believe. And it was only a few days prior to my coming here to file the charges.

Q. This—how did you receive this information? A. I was at my work location in the unit that I work in. It was sometime late on a Friday afternoon, that I remember. And as I passed the management person's desk, the supervisor's desk, they told me there was an envelope for me. It was a large manila envelope. You sent material into, interoffice through it. It has the little holes. I don't know the legal size. And I got this envelope and I would say it was about this big. My name was on the outside, and the supervisor said "Here is something left for you." So I took the envelope. And it seemed so light, I looked to it through the light and I could see the holes through it and I didn't see anything in it. I said, "What's in it?" So I opened it up to find out. It was a little piece of note paper from a memorandum pad, I guess you call it, in this envelope.

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Q. Now, you said—I'm sorry. You said the supervisors. Who were you referring to then? A. I'm talking about an operations supervisor. We have many.

Q. In your work area? [18] A. In the unit I work in.

Mr. Banks: Will you mark this General Counsel's Exhibit 2 for identification.

(General Counsel's Exhibit 2 marked for identification.)

Q. Miss Walden, I show you a small piece of paper with the emblem of the company and the AT&T long line written across it with some writing in ink and some other writing and on the bottom the initials W.R. Beckeet, Jr., Room 840, Ext. 5387, and ask you if you can identify it (handing). A. Yes. This is the piece of paper that I received in the envelope, which I couldn't see until I opened it. Now, if you will notice this writing on here in pencil, the writing in pencil is my handwriting. The other is the information I received, that I got from the desk.

Q. All right. Now, looking at that, the information that was originally on that, can you discern what it represents, if anything? A. When I saw this piece of paper, I could not imagine what it meant. For example, I had asked for information regarding the part-time employees and the hours that they worked, how many do we have working on the different tours. So when I received this piece of paper, actually I couldn't decipher it, that is why you see here the pencil numbers. And where I got this from, as I looked at the posted assignment sheet that we call a Form U-473. It is posted for the employees to check their sched-

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ule, I noticed in one unit [19] there were approximately, I would say, 10 part-time employees working eight to twelve. So I said it couldn't be four. So I went to a form, I believe the company formed called the TAE-540. It's a little pamphlet that is given to each employee and it says New York Tour Assignment Reference List. And when I looked at this, this is how I determined that evidently that must be what this means, that we have a coding from 6210 to 6214, and that means the tour is eight to twelve and this is what a tour is.

Mr. Banks: Will you mark this General Counsel's Exhibit 3 for identification.

(General Counsel's Exhibit 3 marked for identification.)

Q. I show you what has been marked General Counsel's Exhibit 3 for identification. It has on the outside, TAE-350, 11-62. Tour Assignment Reference List, New York, and ask you if you can identify it. A. Yes. I guess you call it a little pamphlet that I referred to that I checked into. And here it says the pages are not listed, part-time tours.

Q. That's the pamphlet you got the information from? A. This is why I have it checked out here, that I wrote this in pencil. Because when I look at this, that's the only way I could relate it to part-time.

Mr. Banks: I ask that General Counsel's Exhibits 2 and 3 for identification be received in evidence. With the [20] understanding, of course, that with regard to General Counsel's Exhibit 2, that we are

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referring to the legend in ink, blue ink, which is what was on the documents originally. The black pencil marking was put on by the witness.

Mr. Wessel: No objection.

Judge Dixon: All right, General Counsel's 2 and 3 are received in evidence.

(General Counsel's Exhibits 2 and 3 received in evidence.)

Q. Now, having studied the General Counsel's Exhibit 2, did you then have the information that you had requested regarding part-time employees? A. No, I did not.

Q. What if anything did you do or—after having made that determination? A. Well, on Friday afternoon, when I saw the piece of paper and I couldn't figure out what it meant, I made a call to Mr. Beckett's office. I would say it was approximately 4:45 in the afternoon, or 5:00. I don't remember the exact time at present. And I understood that he was not in. He had already left the office. So I couldn't talk to him. I did work Sunday, which management people, the supervisors and managers are not on duty. So I didn't do anything Sunday. But Monday morning, when I reported in and my hours were 8:30 a.m. to 5:30 p.m., and I worked on the Fifth Floor. [21] I came in early. I went to the eighth floor where Mr. Beckett's office was. I went into the office and some of the supervisors were there, and I asked them if Mr. Beckett was in, and they said no, he wasn't there. He went on a coffee break. I said when he comes in, would you give him a message for me, would you ask him to call me. And the lady said yes,

okay. So I went back to my work location and I went to work.

At 9:45 when I was scheduled to go to my relief, I went to the eighth floor again to Mr. Beckett's office. It is a little cubicle within an office. So, as I approached the entrance, I don't believe it's a door there, just an opening, there was another gentleman there, operations manager, a Mr. LaPalusa, and as I stood there at the door, Mr. LaPalusa got up and he said—he was leaving. So he left, and I spoke to Mr. Beckett.

I said, did you get my message this morning? And he said, yes, I got your message. I had tried to call you but the lines were busy. And I remarked to him, you mean to say the lines are busy all this time? And he remarked that I should hope my supervisors would be more productive, and with that I said to him, I had the little piece of paper in my hand or in my pocketbook, and I held it out to Mr. Beckett and I said, Mr. Beckett, is this the information you sent me regarding the part-timers Friday? He said yes, and he [22] went to great effort and trouble to get me this information and he sent it by a steward, the name Dorothy LaTrop. And when he acknowledged, yes, this was the information, I said to him, I said, well, what is it? So, with that, I said, it seems to me I have requested this information many times, we have had this same type of information, I have it in the union office. Why is it so difficult, your people are so hard to understand what I'm asking for. And it seems with that Mr. Beckett got very upset and he accused me of storming into his office and talking loud, and so forth. So I says, well, you don't have to tell me how to talk. I know how to talk. But I asked you for information

three or four times and this is what you send me. I feel it is an insult to my intelligence. I thought it was utterly ridiculous, and this is how I felt about it.

So he became very annoyed about this, and he, as I said, he accused me of storming into the office and shouting at him, which I wasn't. I said, what is it? So, anyway, I left his office. After that I said nothing further. And I went back to my work location.

Q. About how long would you say that conversation between you and Mr. Beckett lasted? A. I wouldn't say it was maybe three minutes, not longer.

Q. Then you went back to your work area? A. Yes, I did.

[23] Q. Then, what, if anything, happened thereafter, relating to this matter? A. I went back to the switchboard and I began to operate. A few minutes later, I would say maybe approximately 20 minutes to a half hour, as I was sitting at the board, one of the other operators came over to relieve me from the position and she plugged in and said one of the management people want to see me, the supervisors.

So I left the position, and when I stood in the floor I was told by one of the operations supervisors in the unit that Mr. Beckett wanted to see me on the eighth floor. So I said okay. So I was excused to go to the eighth floor to see Mr. Beckett.

When I went to the eighth floor and went back into the office, he went into Mr. Nichols' office, he said, will you come with me? And I went in, and he sat behind the desk and I sat in front of the desk. And he said that he was contacting me not because of my responsibilities represent-

ing the union, but was as an employer-employee contact. And he began to talk about the way I talked to him. He accused me of disrupting his office. And he also stated that the prior week, the week before, I had spoken to a Mr. Olesik in a manner that was definitely they didn't like. And if I ever again spoke to a company supervisor in that tone, I would be subject to strong discipline. And he would get my personal [24] file from the district that I worked in, overseas D, and he would so make a notation to be entered in my personnel file regarding the matter.

I objected. I discussed it with him. And I told him I didn't feel it was fair. And I would definitely object to it because I did not feel that I was abusive and I was not disrupting to his office.

Q. Now, Mrs. Walden, would you describe the eighth floor to us with respect to the layout? A. The eighth floor?

Q. Yes. A. Well, on the eighth floor we do have a cafeteria on the eighth floor. From the fifth floor that I came up on the elevator, there are two elevator banks in the corridors. And I can't relate to you which bank, I think they are designated banks, but I don't know the designations. As I came out of the elevator I would go to my left down the hall, past another elevator bank into the corridor where they have a mass of offices, various offices, and as you go in through this door, there are offices to the right, also to the left, you could go down a corridor slightly, I think, to the right, you go down this corridor to Room 840, which is to the left here. And that office, I would say, is a large office. I would say it is larger than this room, and there were several people that could work in there. Although [25] at the time I don't think there were too many in there.

Errors so in the original.

There were several desks. Mr. Beckett's office was a small, as I said, it has the partition there within that office. And Mr. Nichols' is a separate room as you go through the door. It is a separate room. And when I had the second discussion with Mr. Nichols that day, we were in Mr. Nichols' office with the door closed. Mr. Nichols and myself only.

Q. You said Mr. Nichols. Do you mean— A. I don't mean Mr. Nichols. I mean Mr. Beckett and I went into Mr. Nichols' office.

Q. Now, this enclosure that is Mr. Beckett's office, is that a complete enclosure? A. It is a partition, as I said. I don't believe it has a door to it. It is a partition like with the glass top.

> Judge Dixon: Open at the top between the ceiling and the top of the partition?
>
> The Witness: It could be. It's about to here, I would say, some type of material. I don't know if it is wood or what it is, and a glass partition. I don't believe it goes all the way to the top. But I'm not sure. But it is like a partition. I know it is partitioned off.

Q. How many people would you say were in there in that larger room that day? A. At that time?

Q. Yes. [26] A. At that time, it may have been three people sitting outside there and then over to the other side there could have been other people, maybe four, five, I don't know. I don't know exactly how many people were in the office.

Q. Now, at the time you were in the office, the first time, discussing the information that had been given you, in relation to how you are talking now, were you talking louder, softer, or what? A. Well, initially, when I spoke to Mr. Beckett about this, and I don't know if you would classify me as speaking loud or not, and sometimes I think I have a voice that carries. I wasn't talking loud to him initially. Now, when he started at me about the way I'm coming into his office, because he got very upset, I could tell visibly he was upset. He turned very red. He said to me, "Don't come into my office talking to me like that." I said, "Don't tell me how to talk." And I may have been quite clear.

Q. Was there any—did you have any other discussion with anyone in management regarding that incident? A. No. I left the office, as I said, it was from three to five minutes. It wasn't that long, because I never even sat down.

Q. Well, were you ever given anything in writing to indicate the results of the conversation you had with Mr. Beckett regarding your conduct? [27] A. No. Only when I was here, and I don't remember the date, we discussed it. I think there was a Mr. Green that was here. I haven't been given anything in writing.

Q. Were you advised that any disciplinary action was taken by the company regarding the incident? A. I was not advised, no, that there was any disciplinary action.

Q. Were you advised as to whether or not any written record was made of the incident? A. No. The only discussion we had relating to it was when we were here in this office.

Q. Now, on that particular day, who was your district supervisor? A. Do you mean the district manager, the district that I worked in?

Q. Yes. A. Mr. Keegan. W. E., I believe is the initials.

Q. So you were still on that day working in district D; is that correct? A. Yes.

Q. Were you ever at any time under Mr. Beckett's supervision? A. No.

Q. Did you ever have any occasion to deal with him other than as a union representative? [28] A. No.

Q. On that particular day when you had the discussion with him regarding the information you received, were you speaking to him as an employee working under his supervision, or were you speaking to him as a union representative? A. As a representative of the union.

Mr. Banks: I believe that's all.

Mr. Leff: Mrs. Walden, I want to be sure that I understood part of your testimony.

Cross-Examination by Mr. Leff:

Q. I believe you said in response to a question by Mr. Banks the information that you had sought was a seniority list for full-time, part-time, and service assistant employees; is that correct? A. Yes.

Q. And a list of tours for, I assume, full-time and part-time tours; is that correct? A. The tours and the hours and how many part-timers that were employed in the division.

Q. The part-timers employed in the district would be under the seniority list, that would give you that information? A. I requested the list of the part-timers and the hours that they worked.

Q. Now, you were talking about this with respect to the [29] new seating plan that was discussed in the June meeting; is that correct? A. Yes.

Q. And did you state in response to Mr. Banks that you never received this information in the form you just described? A. I don't believe I stated that.

Q. Did you in fact receive a list, seniority list of full-time, part-time operators and assistants and their tours?

> Mr. Banks: If you fix a time on that. I will object. The critical time is whether or not they received that information—

Q. Did you receive this information between June 26 and prior to your meetings with Mr. Beckett that you described, in September? A. When I received a seniority list of employees, sometimes they are inked in the list and there have been times when they have been separate, the list of part-time employees, okay.

Now, when I get a list of tours, we don't have part-time tours that are posted for bidding. We only have tours for regular full-time employees, operators and service assistants, and I don't think there are any service assistants that are classified as part-time.

Q. You had stated to Mr. Banks that in the past you had received a seniority list or a list of part-time employees employed by the company, and full-time operators and service [30] assistants employed, and also in the past you had received a list of the hours that they would work, let's say hours part-timers would work plus a tour of list for bidding by full-time employees; is that correct? A. Yes.

Q. Did you in a period between June 26 when you had this first meeting and sometime by the end of August or beginning of September, prior to your meetings with Mr. Beckett that you testified to at some length, did you receive this same information this time? A. No.

Q. You never received it? A. No, I didn't get the information that I had requested.

Q. You did not receive this information on or about August 9, 1973? A. Excuse me. May I ask you what information?

Q. What I just said, the seniority list. A. We were talking about part-time employees and the hours they worked. Is that your question?

Q. I am asking you a question with respect to your direct testimony. A. I don't understand the question.

Q. All right. In your direct testimony you referred to with respect to former seating plans that you had received a seniority list for full-time operators, for part-time [31] operators and for service assistants in the past. I am not talking about now. In the past, before June, or with respect to the last seating plan which was probably in April, the end of April you said. Did you receive that information this time, just the seniority list, full-time operators seniority list, part-time operators, seniority list, service assistants seniority list, did you receive this information sometime after June 26 and sometime before your meetings in September? A. You are asking me did I receive a seniority list?

Q. Yes. A. Yes, I did.

Q. Did you receive a list of tours available for bidding for full-time operators? A. Yes.

Q. Did you receive a list of hours to be worked by part-time employees, part-time operators? A. But I don't understand what you are saying, Mr. Leff, because—

Q. Just answer. A. I received that list, but that's not what I asked for, so there is a difference.

Q. We will come to that. So you received sometime after your meeting with Mr. Gamble, Mr. Nichols and Mr. Beckett in June and before the meetings that you described recently, your recent meetings in September, you had received as you [32] had in the past before other seating plans were put into effect, you had this time again received seniority lists and the list of tours available; is that correct? A. Yes.

Q. Okay. Now, what other information did you state that you had requested that you did not receive? A. The number of part-time employees within the division. That means districts A, B, C and D, and the hours that the part-time employees worked. Not what was available, but the hours that they actually worked.

Q. That they actually worked? A. Yes.

Q. By that you mean the hours they actually worked each week, for instance. It would have to be broken down some way, wouldn't it? A. Well, you could break it down into hours.

Q. Or did you just want an average hours they worked? A. I didn't ask for averages, no. I asked for the number of part-time employees, and the tours or hours and—the tours comprise hours. Hours comprise tours, and the hours they worked. Because you see they don't all work the same. They work different hours or different days of the week. And this is what we have with part-time employees.

Q. Okay. Now, with respect to your request for the number of part-time employees within the division, wouldn't that [33] information be supplied from the seniority list that you received? A. Depending on where you get the seniority list from. I have had it where it wasn't.

Q. The one you received sometime between June and September, was it there? A. I believe the part-timers were on the same list.

Q. So you did receive that information. Now, with respect to the hours, the part-time hours, would you clarify for me now what you had meant by the part-time hours worked? A. I don't think I said it that way.

Q. Excuse me. Would you restate it? A. I didn't say the part-time hours worked. I said, I had requested the amount of part-timers, how many, and the tours that the individual part-timers worked. As I said, we have part-timers that work eight to twelve, three days a week, a full tour on Saturday. We have part-timers that work 9:00 a.m. to 1:00 p.m. maybe Tuesday, Wednesday, Thursday or Friday, plus a full tour on Saturday. We have part-timers who work 11:00 p.m. until 2:30 a.m., maybe three or four days a week. So this is what I had asked for. I had asked for the part-timers and the specific hours, the individuals worked, and as I had said to Mr. Beckett, I had had it before with names, the days that the part-timers worked and the hours that they worked.

[34] Q. Within each district that you described, at least at the time prior to the new seating plan, before district A was dissolved, within each of the four districts, A, B, C and D, is there not within each of these districts a bulletin board which each week gives the schedule for each em-

ployee whether she is a full-time employee or a part-time employee with the hours that she is working and her name? A. There is posted on Tuesday for the traffic operators and service assistants a form called U-473, and they do post hours, non-scheduled days. But on this form that's posted, I don't believe they have anything to identify whether you are a regular full-timer or part-timer. It is not coded that way.

Q. If you see a tour listed less than eight hours or you say you work from 8:30 to 5:30, is that a full-time tour, your hours of work? A. Regular full-time operators, yes.

Q. Anything less than that schedule, would that be still a full-time operator, less than an eight-hour schedule? A. Not necessarily.

> Mr. Banks: If your Honor please, I would object to the line of questioning. The thrust of it seems to be that there was information available on the bulletin board. As a union representative, I don't think that the witness would be obligated to go to the bulletin board to get information [35] that they have a right to receive from the respondent.
>
> Judge Dixon: That may be, but this is a matter of argument. This is cross-examination. You went into this on direct. I think he has a right to go into it.
>
> Overruled.

Q. Back to my question. If you see on this form number that you described posted on the force bulletin board in each district, regardless of whether the name of the employee is next to those hours, if you see hours eight to

twelve or nine to one, would you not know that that employee was a part-time employee? A. They are not posted that way.

Q. You said they were. A. No. It is a coding that is used.

Q. Well— A. It is coded. Like my hours, 8:30 to 5:30, the code for my tour is 1085. And that's the full tour. And there could be a part-timer on any given date with that same code, because maybe they are only working—three full days a week.

Q. Now, do part—so from what you are saying now, the part-time hours or hours worked by a part-time employee could change from week to week; is that not correct? A. That's not what I am saying.

Q. Well, you are saying that they work three days a week, would they always work the same three days? [36] A. Not necessarily.

Q. Could they work, let's say, one week three days a week, three 8-hours, and the next week four 5-hour tours? A. It varies.

Q. These hours vary from week to week? A. Not ordinarily.

Q. But it is possible? A. It could happen, yes.

Q. Now, if you requested as you stated you have, the hours that part-time employees worked, would you not have to specify a period of time for which you were seeking this information? A. At the time that I sought the information, it had to do with the seating plan coming in. Now, it could be one week that you may have 175 part-timers on the payroll, and the following week maybe you don't have that many.

Q. That's my point. Now, were you talking—in this request for hours that part-time employees worked, you were not talking about the new seating plan that was to go into effect in October, you were talking about either present or past; is that correct? A. I asked for the information, how many part-time people do you have on the payroll, I want the amount of part-time people that you have and the hours that the individual part-timer works.

[37] Q. Under the old or present seating plan? A. Because as I explained before, they had given me some information that said hours needed, or the hours they would possibly work. This is an estimate.

Q. But what I am saying is the information which you requested or state now that you requested was with regard to the present seating plan in effect before October; is that correct? A. We had the meeting like in June, the first meeting in July we met.

Q. So you were talking about part-time hours— A. That were then on the payroll.

Q. You also stated that it is possible, possible, that these hours can change from week to week for a particular employee? A. Could I qualify, clarify this?

Q. Sure. A. We do have a contract that stipulates how the part-time people work. That their conditions are spelled out to them when they are hired by the company are sometimes we may have regular full-time employees that may be reclassified to work part-time. Now, there are subsequent changes and there have been many changes. We have had part-timers who may for various reasons if they were initially hired to work 10:00 a.m. to 2:00 p.m., four or five days a week, okay, that they— [38] circumstances may

have changed and they may have gone back to the company to say, well, I can no longer work five part-time days, and I would request that maybe I can get another day off during the week. If it was mutually understood between that employee and the company, that they could change their working arrangements. But when people are hired part-time, Mr. Leff, if the company wishes to change their arrangement, this individual is contacted. And there are part-time people who maybe for years have worked the same days and the same part-time hours. If you tell me the conditions could change, maybe the company does change their conditions and in many cases I may not be aware of it.

Q. Was there a meeting you had in August with Mr. Nichols at which time Mr. Nichols gave to you orally the number of part-timers and the hours that they worked for a period of time, in August? A. Orally?

Q. Yes. In the meeting on August 24. A. I cannot answer that, because I don't have my record of the meeting on August 24.

Q. So you don't recall whether you got this information that you requested, that is, the number of hours that part-time employees worked; is that your testimony? A. For the entire division?

Q. Yes, for the entire division, district A, B, C, and D. [39] A. I do not have minutes of the meeting on August 24. And right now I have many meetings with the company, Mr. Leff. I cannot tell you what transpired at a meeting on August 24 unless I went back to the record and tried to check on it.

Q. Before you came down here to file your charge against the company, did you check those minutes to be sure you had received that information, that is, the number of hours that part-time employees work?

Mr. Banks: Objection.
Judge Dixon: Overruled.

Q. Did you check your minutes to learn if you had on August 24 received from Mr. Nichols the information pertaining to the number of hours that part-time employees worked? A. Yes, I knew the information I had when I got this slip of paper from Mr. Beckett.

Q. I am not talking about this. A. I don't believe I got any other information subsequent to that.

Q. Not subsequent, prior to that, prior to that. A. Did I check the minutes?

Q. Yes. A. Yes, I do. I usually check it to find out if I have the information. If I had the information there would be no [40] sense for me to ask for it again.

Q. You are stating that you did not receive that information, on August 24, 1973, in the presence of Mrs. Walden, Miss Rey and Mrs. LaTrop, Mr. Nichols, and Mr. Martin, Miss Martin, that Mr. Nichols did not give you the information regarding the number of hours that part-time employees worked in the division? A. I don't believe I said that I told you in reference to the August 24 meeting, is that the date you say?

Q. Yes, ma'am. A. Because I don't even remember the date or what transpired right now on August 24. I don't have records of a meeting on August 24, so I cannot answer it.

Q. So you are saying now you don't recall if you got that information? A. On the August 24 meeting, I can't tell you what happened on an August 24 meeting because I don't have a record of the meeting and I cannot answer the question.

Q. Now, the information then that you said you had sought time and time again was—the part-time employees employed by the company. Now you are stating that was on the seniority list that you received and then you said you want the hours worked by the part-time employees and the division. And you say now that you don't recall if you had received that information in August prior to your meetings with Mr. Beckett [41] in September; is that correct? A. Would you ask the question again, I think it is in parts now.

Q. I said, with respect to your request for information concerning the number of hours that part-time employees worked, you are now testifying that you don't recall whether you had received this information from Mr. Beckett in—from Mr. Nichols in August, sometime prior to your meetings with Mr. Beckett in September? A. I stated to you that I could not answer the question with reference to August 24 meeting at present.

Mr. Leff: May I see General Counsel's Exhibit 2?

(Document handed to Mr. Leff.)

Q. Now, Mrs. Walden, let me bring your attention now to your September meetings with Mr. Beckett. You testified before concerning two meetings and then the meeting at which time he informed you about the discipline, disci-

plinary warning. If I told you that the first meeting that you had with him and you testified that you believe it was on a Friday—

Mr. Banks: Objection. That's not the testimony.

Mr. Leff: I thought she said—I'm sorry.

Q. You received information coming out of that meeting on a Friday and you tried to get back to Mr. Beckett that afternoon, you stated, and he had already left for the day? [42] A. No. I didn't state that.

Mr. Leff: I believe you did.

Could we read back Mrs. Walden's testimony in that respect?

Judge Dixon: Let's not go through that. Ask her what the fact is at this point. Whether she testified to that or not.

Q. There was a meeting that you had with Mr. Beckett in September. The result of which was this General Counsel Exhibit 2. The information he gave to you. Is that correct? A. I received this information, but not in a meeting.

Q. I am not saying, as a result of the meeting, though. This came after that meeting? A. I don't believe the meeting was even on the same day.

Q. Well, that's my next question, you don't believe it is. A. I didn't meet with Mr. Beckett on that Friday. I had met with him earlier. It could have been another day. And as I say, I don't have the dates of all the meetings I had.

Q. Well, at the meeting you had with him that resulted in you receiving that subsequent to that meeting, were any

other issues discussed at that meeting other than those relating to part-time hours? A. What meeting are you referring to? As I said—

Q. I am referring to the meeting— A. I don't know the meeting you are referring to.

[43] Q. Let me try to clarify it. There was a meeting, you said, in September, and after that meeting, either that day, which you say you don't believe was that day, or later, however after the meeting, you received in an interoffice envelope, this piece of paper, General Counsel's Exhibit 2; is that correct? A. I received it.

Q. Now, at the meeting, the immediate meeting before you received this information, last meeting before you received this information, you had made, had you not, made some request about part-time employees which resulted in you receiving this, and I'm not asking you whether this was the information you wanted or not. You had made some request about part-timers and received this in response? A. Yes.

Q. At that same meeting when you had made a request for some information concerning part-time employees, was there anything else on the agenda of that meeting? A. What meeting are you referring to? I mean—

Q. I am referring to the last meeting that you had with Mr. Beckett before he gave you this information in an interoffice envelope. A. Can you tell me a date?

Q. I will tell you a date. I would suggest to you the date of that meeting was September 14. Now, do you want to [44] use that date or not, I don't care, but at that last meeting with Mr. Beckett which I will allege to be on September 14, was there anything else on the agenda of that

meeting other than a request for information about part-time employees? A. There could have been.

Q. Could there have been something on the agenda of that meeting relating to an operator by the name of Miss Abrams and her supervisor Miss Hiebner? A. I recall a meeting. I recall Miss Abrams and Miss Hebron, but the date of the meeting or what happened, I don't recall.

Q. But do you recall if the meeting which concerned Miss Abrams and Miss Hiebner was the same meeting at which you made a request for part-time information and received General Counsel's exhibit in response to that request? A. I don't know what it has to do with it. It could have been. But the name Abrams I remember.

Q. The meeting at which the problem with Miss Abrams was discussed, was it your position at that meeting with Mr. Beckett that Miss Abrams had been reprimanded for something by her supervisor who was a Miss Hiebner?

Mr. Banks: Objection, irrelevant and immaterial. I don't see how that relates.

Mr. Leff: I will show you how it relates.

Judge Dixon: All right. I'll let you try it for awhile.

[45] Overruled.

Q. Now, was there at that meeting you had brought up—excuse me. Did you bring up at that meeting the question that Miss Abrams, an operator, had been reprimanded by Miss Hiebner, her supervisor, for something, and that you objected to the manner in which Miss Hiebner had reprimanded Miss Abrams? Was that your point with regard

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to that particular item on the agenda? A. I am trying to refresh my memory regarding Miss Abrams. I think she worked on the 12th floor and she came to me with a grievance regarding the supervisor, Miss Hiebner, and I did discuss it with the company. I believe Mr. Beckett. Now, just what I said at that meeting or what it had to do with, it could have been, because if the grievant was complaining about the approach or something. I am trying to remember. It had to do with a telephone call or something she received, and I am not sure, because I have many meetings, many grievances, and many problems, and all of them are not specific in my mind at this time. And as I took an oath to tell the truth, I tell the truth as I see it.

Q. Now, maybe I can refresh your memory a little more on this. Was it your position with respect to the Hiebner-Abrams incident that management had the obligation to treat its employees with respect regardless of whether the reprimand was deserved or not? [46] A. I don't remember. I don't know what transpired or what I did say to the company. But I do feel that everybody has a right to treat everybody with decency and respect.

Q. Had Mr. Beckett at that point agreed with your position? A. He may have.

Q. Then, in the discussion, getting back to the Abrams-Hiebner problem that came up at the September, what I say was the September 14 meeting, did the agenda then turn to the issue of part-time employees? A. It may have. You are talking about a meeting. As I said, I cannot tell you about all the meetings I have. I don't have them listed and I can't tell you everything that transpired at the meeting.

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Mr. Banks: If your Honor please, I again renew my objection to that line of questioning. I don't see the relationship at all to the issues we have before us.

Mr. Leff: If you will withhold ruling on it until later on in this hearing, I will tie it in to relevancy. And at that point if Mr. Banks wishes to renew his motion to strike, it is perfectly proper.

Q. Do you recall asking Mr. Beckett with respect to part-time employees how many part-time tours there were in the division? A. I don't recall asking him how many part-time tours there were, no. I don't recall that.

[47] Q. If in fact you had asked him that, would General Counsel's Exhibit 2 be a proper and appropriate response to that question?

Mr. Banks: Objection. The question is hypothetical and irrelevant and immaterial.

Judge Dixon: Well, I don't think it is hypothetical. She would have the answer in her mind. I will let it go.

Overruled.

Q. Assuming Mrs. Walden, and I am not saying you did ask that, but had you asked that question, how many part-time tours are there in the division— A. I don't believe I asked the question.

Q. I am not saying you did. If you had, would this have been a proper response, General Counsel's Exhibit 2? A. Not necessarily.

Q. It could have been? A. Because I believe, Mr. Leff, if you look—initially when I first became aware of this tour, 11:00 p.m. to 2:30 a.m., there was no conding in that for that type of tour at all.

Q. Okay, but it could have been a proper response? A. I don't believe I asked that question.

Q. Now, you stated that after receiving this information, General Counsel's Exhibit 2, it was on a Friday? A. Yes.

[48] Q. Is that correct? A. Yes.

Q. And you received it in a interoffice envelope? A. Yes.

Q. Was this envelope delivered to you personally, do you recall? A. No, it was not. I believe I did so state in my previous testimony that I was returning into the operating center, into my unit and I was called by a operations supervisor and at that time the envelope was on her desk, the force desk, whatever desk you want to call it. It is a desk for management, and they had said "Here's an envelope for you."

Q. And then you said you opened it and you tried to contact Mr. Beckett and he was gone for the day, on Friday afternoon, you said it was— A. I talked to somebody in the office and they said he was already gone, and it was a little late.

Q. The following Monday you chose to pursue it further? A. Yes.

Q. I believe you testified that at 9:45 you were on your break and so you went up to see him because you couldn't get hold of him on the telephone earlier; is that correct? A. No, that's not what I said.

Q. What did you say? A. I said I did go up about 8:30. He wasn't there. They [49] said he was on a coffee break

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and gone for coffee. And I had left a message for him to call me. When I went on my break at 9:45, I didn't try to contact him on the telephone at that time.

Q. Then you were on your break, and you went up to see him about this information? A. Yes.

Q. You were on your break at the time? A. Yes.

Q. When you are on your break, are you paid by the company? A. Yes.

Q. A[illegible]art of your wages? A. Yes.

Q. You have testified that you are familiar with the collective bargaining agreement between long lines department of American Telephone and Telegraph Company and your union? A. Yes, I am familiar with it.

Q. Are you familiar with Section 15.6 of that collective bargaining agreement? A. You want to read what it says? I don't know every section.

Q. Of course. Would you like me to read it or do you want to read it out loud? A. Read it if you wish.

Q. To the extent that service and coverage requirements [50] permit, an employee who is an authorized representative of the union shall with reasonable notice and upon request of the union be excused without pay or granted leaves of absence without pay to conduct union activities. A. Yes.

Q. Is that a true and accurate reading of that paragraph? A. Yes, I would say so.

Q. Fine. When you went to Mr. Beckett's office at approximately a quarter to ten and you stated you were on your coffee break which was company-paid time, and you also testified that any time you dealt with Mr. Beckett you have dealt with him in your capacity as a union representative— A. Yes.

Q. Were you not violating that provision of the contract?
A. No.

Mr. Banks: Objection.

Judge Dixon: Wait a minute.

Mr. Banks: Asking for a legal opinion and the witness has not been qualified.

Judge Dixon: Well, I will sustain the objection. It is calling for a conclusion. She testified and if this is something germane to the case you can make the argument. You've got your clause in the record now.

Q. When you came to Mr. Beckett's office at quarter to ten on your break; did he consent to see you? [51] A. As I said, when I went to the door, he didn't raise any objection for me talking to him. I never sat down.

Q. Could he have ordered you to make an appointment?

Mr. Banks: Objection.

Q. To see him?

Judge Dixon: Overruled.

Q. If he wanted to?

Mr. Banks: I don't see how the witness would know whether or not the supervisor would have the right or the authority to do that.

Mr. Leff: This witness is the chairman of the union active in all grievance matters and is very familiar with the contracts and polices it very thoroughly and is knowledgeable.

Q. If he wanted to, could he have asked you to make an appointment? A. I would like to say this, I have never been a management person, so I wouldn't know what his responsibilities and duties are. But in meeting with the company ordinarily we do get together. We set up an appointment, okay. I have spoken to company supervisors many times on my time. I have even talked to them past my working hours. Okay. Now, as far as this meeting is concerned, when you referred back to the contract about union activities, when we meet, the union meets with the company, we meet during our [52] working hours and they have a conding that they use for it and we do meet with the company during working hours. We are not required to meet with the company after hours.

Q. I am not saying that. A. You did mention that.

Q. Are you paid for the time you meet with the company during working hours? A. Yes.

Q. Do you make appointments in advance? A. Ordinarily we do.

Q. Did you make an appointment that time? A. Ordinarily we do.

Q. Did you this time? A. There are cases when we don't always make a formal appointment, no.

Q. You did not this time? A. No, I did not.

Q. So if Mr. Beckett wanted to be a stickler he could have said "Make an appointment"?

Mr. Banks: Objection. I don't know what a stickler is.

A. Actually, if I wanted to be a stickler, I didn't even have to see Mr. Beckett in the first place. But Mr. Nichols had

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assigned this responsibility to Mr. Beckett. Ordinarily, I didn't meet with Mr. Beckett, because Mr. Nichols was the district manager there.

[53] Q. Now, you stated that Mr. Beckett did not ask you to make an appointment and he did—you did start to talk to him and you started to talk about the telephone calls you tried to call him, and he said he tried to call you? A. Yes.

Q. What was the next thing you said to him after you had this little discourse about the telephone talks? A. As I stated before, I think I did, I had this little piece of paper and I asked him, I said, is this the information you had sent me on Friday? And he said yes.

Q. Did you say to him in a very loud tone of voice, "I'm here to talk to you about the garbage you sent me"? A. No.

Q. You did not say anything to him pertaining to garbage? A. I said to him, "Is this what you sent me?" And he said yes.

Q. You are denying that you said the word "garbage"? A. Then I said to him, "What is this?"

Q. You did not say, "I am here to talk to you about the garbage you sent me"? A. I don't recall saying "I'm here to talk to you about the garbage you sent me," no.

Q. You did not use the word "garbage" in that reference to the information sent to you on Friday? A. I questioned him, I said "What is this?"

[54] Q. I am asking you, did you use the word "garbage"? A. I asked him, "What is this?"

Q. I am asking you, yes or no, did you use the word "garbage"? A. I don't recall using the word "garbage," and I have used it. Garbage is garbage. I may have used the word garbage at various times.

Q. Did he ask you what you were referring to and did you then reply in an even louder voice, "I'm talking about that little piece of paper in that big envelope"? A. I don't think my voice escalated like that, you know.

Q. Did you say that in a loud voice? A. At the time when Mr. Beckett said to me, or accused me of storming into his office, then my voice may have gotten louder. But when I asked him initially as I am talking to you, "What is this," would you consider that a loud voice?

Q. No, ma'am, I would not. A. All right. I talk like this. Some people talk very low.

Q. I'm talking about loud to the point of shouting, yelling, or screaming. A. Would you refer to what you mean when you say that?

Q. The commonly accepted definitions of "screaming" and "yelling." A. I don't know what you are saying. Many people have been accused of screaming, and I don't know what kind of decibels [55] would you call it.

Q. The problem is that whatever demonstrative evidence I could cover, couldn't be reflected on the record which this gentleman is making, so we have a little problem, but this is a definition, dictionary definition of the word "yelling" and "screaming." Would you deny that your tone of voice would fit the dictionary's definition of yelling and screaming? A. Say that again.

Q. Would you admit—would you deny that in your conversation with Mr. Beckett, the morning—the Monday morning, the meeting we are describing and talking about now, that the way in which you conducted yourself at least at some point in that meeting, would not fit the dictionary's definition of the word "screaming" or "yelling"?

Mr. Banks: I would object until we have the dictionary definition. What dictionary do we have reference to?

Judge Dixon: Sustained.

Mr. Leff: May we have a dictionary.

Mr. Banks: If I can be excused, I will get a dictionary.

Judge Dixon: All right.

(Pause.)

Judge Dixon: Webster's New World Dictionary of the American Language, College Edition, I think the edition date is 1960. I would not assume that the definition has changed since that time.

[56] Mr. Leff: I will accept whatever definition is in here.

Q. I am using the word "shout," the definition of the word "shout" and one of the definitions therein which says, "Any sudden loud outburst or uproar." Would you characterize the way you spoke to Mr Beckett on that Monday morning as a "sudden loud outburst or uproar"? A. No.

Q. Now, did you then say to him in a louder tone than your initial remarks, "I am referring to that little piece of paper in that big envelope"? A. I may have. It was a little piece of paper in a big envelope.

Q. Did Mr. Beckett identify that little piece of paper in the big envelope to you as a half tag? A. I don't think so. Because I don't remember hearing this before. What is a half tag? I don't know what it is.

Q. I don't know. I am asking if he said that to you. A. I don't recall, because I don't know what it is. Half tag.

Q. Half tag, yes. A. No.

Q. Then, after he said that, did you say in an even louder tone than anything previous, "Yes, that's what I'm talking about, I have requested this information from both you and Nichols." Did you say that? [57] A. I don't even remember mentioned Mr. Nichols' name. As I said, this exchange I wouldn't even say it was five minutes. Approximately three minutes.

Q. I am trying to characterize what you said. A. There may be many accusations of what I said. As I said before, I wasn't shouting. And it seems to me every time you bring in something else, I get louder and louder. By this time you would have heard me all over the building.

Q. I am just saying to you, did you do it. A. I do deny the shouting part.

Q. Then did Mr. Beckett say to you, "change your tone and manner or we won't continue"? A. I don't think he said it in that way. He may have said something. That may have been the thrust of what he said. But I don't think he said it exactly that way.

Q. Did you then reply, and I'm using the word "shout" again, "I thought you would be intelligent enough to interpret my request"? A. No.

Q. You did not? A. We didn't go into all these formalities as you did. This exchange was brief, and as far as interpretation and all this business, I did tell him, I felt this little piece of paper was an insult to my intelligence. As far as interpretation and all these things, you see, when you have this [58] type of exchange, and I said Mr. Beckett, when I asked him about this piece of paper, was visibly upset. He accused me of coming into his office unan-

nounced and talking and told me not to talk in this manner, and I retaliated by saying "You don't have to tell me how to talk." I remember saying this. All these other statements and things, I'm not and don't feel I have to sit here and tell you that I have to go through all this. Because it was a brief exchange. And I don't have an indelible memory and I'm going to remember every word that Mr. Beckett said nor every word that I said. Some of the words I do remember.

Q. You can deny or claim you don't recall. But I do have a right to ask you.

Now, after you stated or allegedly he said to you, "Change your tone and manner or we won't continue," and then you deny saying to him that you thought he would be intelligent enough to interpret your request. Did Mr. Beckett then say to you, "I thought that was what you requested"?

Mr. Banks: Objection. He is putting words in the witness' mouth or he is including in the question a statement that the witness already denied having said.

Judge Dixon: This is a new one.

Mr. Leff: I didn't ask that before.

Judge Dixon: Overruled.

Q. Did Mr. Beckett say to you, "I thought that was the [59] information you had requested"? A. I don't know.

Q. You don't know? A. I don't know if he said it or didn't say it.

Q. Did you say in a most loud shout, "I'm not here to play games"? A. In a most loud shout?

Q. A scream? A. Is that in the dictionary, too? A loud shout?

Q. A loud shout, louder than the shout before, did you say those words, "I'm not here to play games"? A. I don't know. I didn't say it in a louder shout. As I say, the decibels are going up higher and higher.

Q. Did Mr. Beckett reply to you "We don't have time to play games when we gave you the information you requested"? A. He may have or he may not have.

Q. Did he then say to you, "You have not changed your tone"? A. I don't recall.

Q. Did you then say to him in the loudest tone of all, "I had requested this information before the last seating plan and was able to get it, and I thought I would be able to get it this time"? A. I wasn't that loud in the first place, all right. I was not. I was never that loud. I mean, from what you are saying, I'm telling you I'm surprised that I'm able to talk. [60] Because I was so loud. I was never that loud.

Q. Did you say that? A. Did I say that, "that" what?

Q. "I requested this information before the last seating plan and I was able to get it. I thought I would be able to get it this time." A. No, I don't believe I said that, not in those words you are using.

Q. Did Mr. Beckett then state, "the meeting is over"? A. I walked out of the office. I don't know if he said that or not. He may have said that after I left.

Q. Now, with regard to this meeting that you characterize as taking less than five minutes or so, did you ever specifically tell Mr. Beckett what information you wanted or what information you wanted clarified? A. Which meeting are you talking about?

Q. The one I just described to you in some great detail.
A. When I went to his office?

Q. When you went to his office on that Monday morning.
A. That was not a formal meeting. Did I do what?

Q. Did you ever specifically tell him what you wanted, what information you wanted or what information you wanted clarified? A. During that three to five minutes?

Q. Yes, ma'am. [61] A. I don't believe I discussed it any further with him. I told him I left his office. So it was not a formal meeting.

Q. Not a formal meeting, and you never in that meeting requested clarification of any information; is that what you are saying?

Mr. Banks: Objection. The question has been asked and answered.

Judge Dixon: Well, I think she has an answer in there all right on it. I don't think it is very clear. I think counsel has a chance to clarify it if he wants to.

Mr. Leff: That's right.

Q. Will you answer the question?

Mr. Leff: Read back my question.

(Question read.)

A. I asked what is it. Does that mean you could request clarification, if you ask that simple question, "What is this"?

Q. You are testifying that you showed him General Counsel's Exhibit 2 and said what is it? A. Would that constitute asking for clarification?

Q. I'm asking you, did you ask for clarification? A. I asked him if—what was it. If this is asking for clarification, if you would refer to that, but as I said, we weren't there that long and I did ask him what is it.

[62] Q. What was your objection to the information supplied to you in that envelope on Friday afternoon before you went to his office, the Friday before you went to his office?

Mr. Banks: Objection to the characterization of "objection."

Q. Excuse me. What was your question or what was your problem with the information supplied to you that Friday afternoon that you went to his office about on Monday? A. I didn't feel it was the information I asked for. The number of part-timers working the various tours. Because it doesn't answer that from what was on that piece of paper.

Q. Well, assuming there was a tour eight to twelve and then a number 4, wouldn't that answer your question that there were four part-timers working the eight to twelve tour? A. No.

Q. Why not? A. Because I knew there were more than four working eight to twelve. As I said, there were more than four right in my immediate area where I worked.

Q. Doesn't the number vary from week to week who worked a particular tour? A. I don't believe it varies that much. From week to week?

Q. Yes. A. No, I don't believe so. If you hired as a part-timer and you are hired to work eight to twelve and this is what [63] you work part-time. You can work eight to

twelve maybe for months without changing. So I don't understand why you are saying would vary from week to week.

Q. I am asking you a question. Are you saying part-time tours do not vary week to week? A. I don't believe so. What happens, Mr. Leff, a part-timer is hired as a part-timer and it is an understanding at the time the part-timer is hired with the company that I will be available or I will work Tuesday, Wednesday, Thursday, Friday, part-time. A full tour on Saturday. That's four part-time days plus Saturday full tour. Okay. That's the understanding that they have. And they would come in the company and could work for months or even years without changing this. They would have the same days off and work the same hours. So when you say it changes from week to week, I don't understand what you are implying.

Q. Well, when you said, like when I gave you an example of the first item on this list and said eight to twelve, four people, you said you would question something like that because you knew at least in your district there were more than four in one district who were working those hours. A. In the unit that I worked in, the immediate area that I worked in, so I didn't understand.

Q. Now, are you talking about them actually working, or tours available to them to work? [64] A. I am talking about what they actually worked.

Q. All right, so when you saw this information and saw eight to twelve, 4, you thought that had to be wrong, just using that as an example? A. I couldn't imagine what it was. I couldn't decipher what it was. And on that Sunday when I worked I went out to the U-473 and looked on the

board and I just checked off and looked to find a part-timer to figure out what it meant. So when I looked at it, so okay, if you have a part-timer working eight to twelve, the code, and I don't know the exact codes from here—

Q. 62-10 to 62-14 is the numbers you wrote next to it? A. So, you said see 62-14, okay, there could have been eight different individuals with that same 62-14.

Q. I'm sorry, would you repeat that last thing? A. I said 62-14, which is a coding, there could have been maybe eight people with the same code. Eight different people with the same coding, 62-11 you are what have you.

Q. What would that mean, if eight people had 62-14? A. That would mean 62-14 is eight to twelve, that's what it says on the tour reference card. And that other exhibit explains it. 62-14, that's the part-time tour, eight to twelve.

Q. Yes. A. There could have been 8, 12, 15 people working.

[65] Q. Does that mean— A. I'm just saying that as a rough figure.

Q. Well, okay, whatever figure you want to use, if there are 10 people and they all had 62-10 next to them on the bulletin board, would that mean that all 10 of those people were working that week on that particular tour, or could it mean that they were available to work that tour, depending on the needs of the company? A. That's not how the schedule is posted. If they are posted on the form, 62-11, that means they are due to work eight to twelve on that day.

Q. So you are saying if there are 10 people, it is your testimony if there are 10 people who have a 62-10 for the eight to twelve code next to their name, all 10 of these

people are going to be working that week on the eight to twelve tour; is that your testimony? A. Whatever day, Sunday through Saturday, if they have on that U-473, 62-11, this is what they are supposed to work that day. Now, that could be Monday. And on Thursday, maybe they would not be available or they are not working. They wouldn't have 62-11 in that space. It wouldn't be there.

Q. Well, anyway, you received this information and you couldn't understand it, is that your testimony, you didn't know— A. I had to more or less try to think and figure what it [66] was. So we—in looking at the U-473, the posted schedule, also going to that TAE-4—I said this must be what it means. That you have anybody working eight to twelve could be coded anything from 62-10 to 62-14, so that would be 62-10, 62-11, 62-12, 62-13 and 14 and this is all I could see it to mean.

Q. If you have 62-10 to 62-14, which was the information you said you pencilled in after you received this information, wouldn't that be four tours? 10 to 14, four? A. No. It could be 44. With the same number. With the same number. It could be 44 different individuals with that coding.

Q. But it would mean that there were only four tours, that's my point. There could be 90 people working them, but only four tours. Four, eight to twelve hours available.

Mr. Banks: Objection. Considering the numbers which counsel is stating, it would appear that he is talking about five instead of four tours.

Mr. Leff: 10 to 14.

Mr. Banks: Yes.

Mr. Leff: 11, 12, 13, 14, that's four.

Judge Dixon: Really, is this all that important? I mean, can we assume that the witness may have made a mistake? If she did make a mistake and was operating under a bona fide impression of some sort.

[67] Mr. Leff: Of course.

Judge Dixon: Let's get over this.

Q. So, you then testified that you went to Mr. Beckett's office on that Monday and said to him, "What is this," or "What is it"; is that right? A. Yes.

Q. Did you ask him specifically to clarify the information?

Mr. Banks: Objection, the question has been asked and answered.

Judge Dixon: I think you have gone over that.

Q. Then after this meeting concluded, this five-minute or so meeting concluded in the morning, did you go back to your own district?

Mr. Banks: Objection. The witness stated approximately three minutes.

Mr. Leff: She said five before.

Judge Dixon: Whatever minutes it was.

Q. Three to five minute meeting, when it ended, did you go back to your district? A. Yes, I went back to the fifth floor to work. I was on my scheduled relief period, I told you.

Q. Now, did there come a time later that day that you were asked to go again to Mr. Beckett's office? A. Yes.

Q. Then you testified that when you went there, Mr. Beckett [68] took you into Mr. Nichols' office; is that correct? A. Yes.

Q. Did he close the door, do you remember? A. Yes.

Q. How many people were in the office? A. Two.

Q. Mr. Beckett and you? A. That is correct. Unless there was somebody under the desk. I didn't see anybody in the closet.

Q. Now, how did—will you tell me again how that second meeting, the one that was in Mr. Nichols' office, how it began? A. It began with Mr. Beckett sitting in the back of the mahogany desk and I am sitting in the front of the desk in a chair. And he began to tell me how he separated this meeting and it had nothing to do with the union activities, but it was like employer to employee contact. That's how it began.

Q. Did he tell you he was going to issue a notice of warning, disciplinary warning that if in the future you behaved in a similar manner you would be subject to discipline? A. Yes.

Q. Did he then remind you of your meeting with him on September 14 when you discussed the situation regarding [69] Miss Heibner and Miss Abrams? A. Yes, he addressed himself to that.

Q. Did he state to you in Mr. Nichols' office that with respect to the meeting concerning Miss Heibner and Miss Abrams that he agreed with your position that management and the union had the obligation to treat each other with mutual respect? A. Yes, he mentioned that, too, not just the words he used, but he did mention that.

Errors so in the original.

Q. After telling you about this particular warning notice, did he then say to you, and I don't know the exact words, but did he then say to you something like, "Mrs. Walden, if there is anything you feel that we have failed to give you with respect to the part-timers, if you will restate your request, I will try to make available to you the information you need." Did he say that to you? A. I don't recall.

Q. Might he have said that to you? A. I don't recall. Mainly the meeting was between me and Mr. Beckett about what he was going to do about the discipline, about the entry into the personnel file, and that's what it was about. He did mention, I recall, what had transpired with the complaint that we had regarding Miss Abrams. I remember him mentioning that. To go back to the part-time business and the information that was requested, I [70] don't recall if he referred to that at that time.

Q. You remembered everything else, but not that. A. I don't remember everything else, Mr. Leff. I don't have that type of memory that I memorize everything.

Q. Well, subsequent to that meeting, either immediately subsequent or sometime later, did you then ask him for clarification of whatever problem you might have had with General Counsel's Exhibit 2? A. After the meeting?

Q. Yes, or in response to whatever he might have said to you on that second meeting on the 17th. A. Would you repeat the question?

Q. Did you ever ask for any further clarification of this information or any other information pertaining to the part-time employees in the new seating plan?

Mr. Banks: During that meeting, you mean?

Errors so in the original.

Q. During that meeting, the second meeting. A. As I said, to my knowledge, I don't believe we discussed anything further about the part-timers in that meeting when he contacted me as a company supervisor as an employer-employee, because initially when the meeting started, he separated the fact that I was a union representative. And I don't believe I requested at that second meeting anything regarding it from Mr. Beckett.

Q. How about after that second meeting, did you request [71] any further information regarding General Counsel's Exhibit 2 from Mr. Beckett or anybody else? A. I don't believe I have met with Mr. Beckett since then.

Q. You have never met with Mr. Beckett since then? A. I don't believe I met him in here.

Q. I mean in union-management meetings. A. No, I don't believe so.

Q. Had you made the request of clarification of any other management official of the long lines department? A. I have discussed this seating plan since then with management, yes.

Q. What elements of the seating plan? A. Various, and I don't have the minutes here. But I remember meeting Mr. Nichols. I believe Mr. Keegan and I have met subsequently with Mr. Nichols since then. But just what transpired at the various meetings, as I said, many times we have meetings. We meet on various things.

Q. Do you recall if you met with any of these people on October 30? A. When was October 30?

Q. Tuesday. A. Which Tuesday?

Q. The last Tuesday of the month. A. I went on vacation sometime in October.

Q. Could have been the last Tuesday in the month? [72] A. Could have been.

Q. I beg your pardon? A. I don't know when I met with him.

Q. Representatives of management in a formal union meeting? A. Could have been.

Q. Could Mr. Beckett have been in that meeting? A. I don't know. I'm not sure. Could have been. I said I don't recall meeting with him since then. If there was a meeting, if it is on record, I may have met with him.

Q. Did you ever seek any further clarification specifically of General Counsel's Exhibit 2? A. I can't answer that at this time.

Q. After your meeting with Mr. Beckett— A. I would like some water.

Judge Dixon: Yes.

Mr. Leff: I only have like two questions.

The Witness: Are they lengthy questions?

Judge Dixon: Recess.

(Recess taken.)

Judge Dixon: Proceed.

Q. When Mr. Beckett in that second meeting with you on the 17th in Mr. Nichols' office, made a statement to you regarding what he felt was your improper behavior in the earlier meeting, did you respond to him that it would happen again? [73] A. No.

Mr. Leff: I have no further questions.

Redirect Examination by Mr. Banks:

Q. Mrs. Walden, I believe you said there were approximately 1200 people in the four districts at 32 Avenue of the Americas, in the unit? A. Approximately, I would say. I don't say that's a correct figure.

Q. Approximately? A. Yes.

Q. Do you have an idea of approximately how many of those would be part-timers, just roughly, what percentage would be part-timers?

Mr. Leff: Objection.

Judge Dixon: What basis?

Mr. Leff: It is an opinion. She has the specific information available to her.

Judge Dixon: He is asking for an approximation. That's neither here nor there. You are going back into this stuff that has to do with the mechanics of the memo and the people involved. I don't think that is important.

Mr. Banks: I am not going into that. The point I'm trying to make is that counsel—

Judge Dixon: If you are not going into that, I will [74] let you go ahead, then.

Q. You recall the question? A. You asked me approximately how many part-time employees.

Q. Percentage-wise or any way you can give me. A. I would say approximately, latest figure I would say around 200.

Q. Now—

Mr. Leff: I didn't hear.

Mr. Banks: She said around 200.

Anne H. Walden—Charging Party—Recross

Q. Directing your attention again to General Counsel's Exhibit 2, and I ask you to look at the figures on the opposite, what appears to be tours, and tell me if that would total up anywhere near 200. A. No.

Q. Now, there was reference made to a meeting which allegedly took place between you and some of management, I believe including Mr. Beckett, on or about August 25. I will ask you in the course of a month, how many meetings do you normally have with individuals of management relating to union activities? A. Sometimes it could be three or four per week. If you want to add it up to four weeks per month or so forth. It could vary. Sometimes there are more and sometimes there could be less.

Q. And during the course of a week or a month you have [75] in connection with your duties the responsibility of processing various grievances for members of the unit? A. Yes.

Q. Did you at any time while you were in Mr. Beckett's office, talking to him with regard to General Counsel's Exhibit 2, did you at any time speak in a shouting voice? A. No, I wouldn't qualify it or classify it as shouting.

Mr. Banks: Nothing further.
Judge Dixon: Any further questions, Mr. Leff?
Mr. Leff: Yes.

Recross Examination by Mr. Leff:

Q. Mrs. Walden, in response to Mr. Banks' question when he asked you how many part-time employees there were, you said approximately 200. And then he asked you if the numbers listed on General Counsel's Exhibit 2 re-

flect the total 200. My question is, Mrs. Walden, the information provided on this sheet says "listed below are the New York Division part-time tours." Is that correct? I mean that's what it said. Then it says eight to twelve, 4. Does that refer to people or does it refer to tours? Does that refer to people or tours? A. What does that say, tours on there?

Q. Yes, ma'am. A. It does say tours. I didn't write this. It says [76] "New York Division, P.T."

Q. Part-time? A. I take it to mean part-time. It says tours.

Q. Tours? A. Yes.

Q. But—

Judge Dixon: She already testified that the numbers of those tours did not reflect in her opinion, reflect the number of part-time employees. She has testified to that effect.

Mr. Leff: It is just the opposite question, he asked her does that number add up to two.

Judge Dixon: That's right, all right, so.

Q. Does the number of tours reflect the number of people who work those tours? A. Pardon?

Q. Does the number of tours, let's assume you have tour eight to twelve.

Judge Dixon: She already testified it does not. That's what I was trying to bring out.

Q. With regard to this General Counsel's Exhibit 3, which is the tour assignment book, you said when you got this

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Errors so in the original.

information you then tried to correlate it with General Counsel's Exhibit 3. For instance, tour eight to twelve has the number 62-10 to 62-14, and that's the number you pencilled [77] in next to it; is that correct? A. I wrote that.

Q. Does that number 62-10 to 62-14 refer to people, that is, bodies? A. It says tours, doesn't it? It does say tours.

Q. It does not say tours. It says trick number. A. This piece of paper says tour.

Q. That piece of paper. You did not get this information, 62-10 to 62-14 from the company, you testified that you wrote that in yourself; is that correct? These pencilled-in numbers— A. Excuse me, I would like to ask you, would you say you are shouting at me?

Q. You have no right to ask me questions.

Now, 62-10 to 62-14— A. Just a moment. I can't understand what you are saying. This is tours, right. Now, you say this doesn't say tour. It says "Tour Assignment Reference List."

Q. Would you listen to my question. When you received this information from Mr. Beckett, these pencilled-in numbers, 62-10 to 62-14, the first column, they were not on that piece of paper you received from him? A. No.

Q. You put them in yourself? A. Yes.

[78] Q. The way you put them in was by referring to this book, General Counsel's Exhibit 3, which is called a Tour Assignment Reference List? A. You said it said trick.

Q. Inside of that Tour Assignment Reference Book, is there a section which says part-time tours? A. Yes, I referred to that before.

Q. Now, is there a section which says under part-time tours, I assume there is a tour eight to twelve noon, is there something that says that? A. Yes.

Q. Now, next to that, to the left of that, is there one number that says 62-10 to 62-14? A. Could I see it, because I don't have my glasses on. Could I get my glasses, please? I think I have them in my pocketbook.

(Pause.)

What was the question?

Q. I said there is a heading "Part-Time Tours," and then lots of numbers underneath that; is that correct? A. Yes.

Q. Is there one under the "Part-Time Tours" which sets forth a tour 8:00 a.m. to 12:00 noon? A. Yes.

Q. The third one down and the second column? [79] A. Yes, and I believe I wrote on that slip.

Q. To the left of that there is a number that corresponds to it, is there not? A. Yes.

Q. What is that number? A. 8:00 a.m. to 12:00?

Q. Yes. A. 62-10 to 62-14.

Q. What is the heading of that column? A. It says "Trick Number." And this says "Tour."

Q. So each tour is identified by what the company calls a trick number; is that correct? A. Yes.

Q. That doesn't refer to bodies either, does it? A. As I said before, it could be more than one person. Part-time person with the same number.

Mr. Leff: I have no further questions.

Anne H. Walden—Charging Party—Redirect

By Mr. Leff:

Q. How did you receive this tour assignment reference card?

Mr. Banks: Objection, goes beyond the scope of redirect.

Judge Dixon: I will sustain the objection.

Are you through with this witness?

Mr. Leff: Yes.

Judge Dixon: You too?

[80] Mr. Banks: Yes.

Judge Dixon: All right, you can step down, Mrs. Walden. You don't have to answer that.

Mr. Banks: General Counsel rests.

Judge Dixon: Let's take a recess for lunch.

(Luncheon recess.)

[81] AFTERNOON SESSION

Judge Dixon: All right on the record.

Mr. Leff: I would like to call Mr. Walter Nichols.

WALTER H. NICHOLS, called as a witness by the Respondent, was duly sworn and testified as follows:

Direct Examination by Mr. Leff:

Q. State your name, please. A. Walter H. Nichols.

Q. Where are you employed? A. Employed by the American Telephone and Telegraph Company, Long Lines Department, 32 Avenue of the Americas.

Q. What was your position with the company between the period of June 26 and September 17, 1973? A. I was District Operations Manager, Overseas A.

Q. Is that district, has it been subsequently disbanded? A. Yes, it has.

Q. Now, do you recall, Mr. Nichols, that meeting with the charging party in August of 1973? A. I had several meetings with her, I believe during that period.

Q. You specifically recall a meeting with the charging party on August 24, 1973? A. Yes, I do.

[82] Q. In that meeting did you provide her with certain information? A. Yes, I did.

Q. Was that information provided to her pursuant to her request? A. Yes, it was.

Q. Do you recall the information that you provided? A. There were certain documents, I believe I gave her the new part-time tours that would be utilized under the

new seating plan. And part-time information as it pertained to the existing seating plans then in effect.

Q. Did you give her any information regarding hours worked by part-time employees? A. Yes, I did.

Q. What did you provide her with? A. I provided her with a list based on the period of two weeks ending August 14 of an average daily part-time requirement by specific tour by district. As an example, broken out under overseas A with the various part-time tours that were worked and the average number of tours that were worked on a given day that week.

Q. Did you give her this in writing or orally? A. That information was passed orally.

Q. Now, at that meeting, did she make any other requests to you regarding this same precise subject? [83] A. No.

Q. Now, do part-time hours vary from week to week? A. Yes, and from day to day. That was one of the reasons that we provided an average daily requirement.

Q. What causes this fluctuation from week to week or day to day? A. Two things specifically. One is the fact that the traffic requirements do differ on a day by day basis. Certain days being heavier than others. And also based on the hours available by the part-timers. Certain part-timers are not able to work on specific days of the week.

Mr. Leff: No further questions.

Cross Examination by Mr. Banks:

Q. Mr. Nichols, the information that you gave Mrs. Walden orally, at what time had she requested that? A. I

don't recall the specific date. It was sometime prior to that, though.

Q. I believe you stated that did not cover the actual number of part-time employees, did it? A. Not the number per se, no, it did not.

Q. Relating specifically to the information that was given relative to part-timers, can you state exactly what the information was that you gave? A. I will try to describe it as best I can recollect. If [84] you bear with me on the raw numbers, but I think I can give you a picture. For example, I began district A, eight to twelve, part-time tour, average daily requirement might have been three. The nine to one o'clock tour, two, for example. Ten o'clock to two o'clock tour, maybe five. I then proceeded in this format designating each of the tours, and I did that for each of the other three districts also.

Q. Now, do you know whether or not—do you recall approximately how long it took you to give her that information relative to th. part-timers alone? A. Probably a period of around five minutes, allowing time for her to copy, between five and ten minutes, I would say. Allowing her time to copy and if she missed something, we would go back and repeat it.

Q. You gave her other information other than the information relating to part-timers? A. Yes, we did.

Q. That was done orally, also? A. Yes.

Q. About how long a period of time would you say it took for you to tell her all of that? A. I don't recall the exact length of the meeting.

Q. Was it customary that information be given orally

like that, that kind of information relating to figures and numbers and amounts? [85] A. Yes.

Q. Do you know whether or not this information was taken down in longhand or shorthand or what? A. I gave it at a rate that I thought would permit somebody to write it down without any problem. Like I said, if a question arose, I went back and repeated a figure. It was given at a pace where someone could record it without having shorthand.

Q. Did you go over it after you had given all the information? Did you ask her to read it back to you or anything like that? A. I don't think there was an attempt made in that regard.

Q. Now, this covered a two-week period; is that right? A. I believe so.

Q. In August, some dates in August? A. Yes.

Q. That related to the number—the tours and—of the part-timers at that time, the tours and the approximate number; is that right? A. Yes.

Q. Did you have any further discussion with her after that time relating to any of that information? A. That particular information that I gave her on that day?

Q. Yes. A. No.

[86] Q. Did you have any discussions regarding any other information relating to part-timers? A. Yes, I believe a subsequent request was made for additional part-time information.

Q. Do you remember approximately when that request was made? A. It was between the date of that meeting on August 24, and early September, because I went on vacation for a week and turned the—asked Mr. Beckett to

follow up on it at the time, because I was on vacation. Somewhere between the date of the 24th and the week following, Labor Day.

Q. Now, of course you had nothing to do with the preparation of General Counsel's Exhibit 2? A. No, I did not.

Q. You had no further dealings with Mrs. Walden regarding this matter between the time that you gave her the information on the 24th and sometime after September 17, if you had any at all? A. Not under the old seating plan. Later at a later time we had talked about part-timers under the seating plan that went into effect on the 14th of October, the new one.

Q. That was after September 17? A. Yes, it was. Because only could we give the part-time information only after the plan was in effect. It is very difficult to provide the information in advance of the seating plan because of the variables that enter into it.

[87] Q. Of course you weren't present on the occasion when there was a conversation that we had heard evidence about this morning between Mr. Beckett and Mrs. Walden? A. No, I was not present at those.

Mr. Banks: That's all.

Mr. Leff: Just a couple of questions.

Redirect Examination by Mr. Leff:

Q. You answered Mr. Banks' question as to the information you provided. You said, for example, "three." Did you mean three tours or three people? A. Would require three people per day, or three tours per day had to be filled. I think they are somewhat interchangeable.

Q. You also testified in response to a question by Mr.

Banks, it took five minutes or so to give her the information. How long did it take to prepare it? A. Well, I didn't directly prepare the information myself. It was prepared by the staff. But I imagine it would have taken a period of time, because my staff would only be responsible for district A personnel. They would have to go out and request the information on each of the other three districts. So there was some considerable effort involved in the preparation of the data.

Q. In addition to you and Mrs. Walden being present on that [88] meeting on the 24th, did each of you or your respective sides, if you will, have additional people present at that meeting?

Mr. Banks: Objection, goes beyond the scope of the cross-examination.

Mr. Leff: I don't believe it does.

Judge Dixon: Overruled.

A. Yes, there were. There was a recorder from management, I believe it was Mrs. Geraldine Martin, and I'm not sure who was with Mrs. Walden at that time.

Q. So there was in addition another person from each side who takes notes at these meetings? A. Yes.

Mr. Leff: I have no further questions.

Mr. Banks: No questions.

Judge Dixon: You may step down.

Mr. Leff: Mr. Beckett.

William R. Beckett—for Respondent—Direct

WILLIAM R. BECKETT, called as a witness by the Respondent, was duly sworn and testified as follows:

Direct Examination by Mr. Leff:

Q. State your name, please. A. William R. Beckett.

Q. Where are you employed? A. American Telephone and Telegraph Company, Long Lines [89] Department, 32 Avenue of the Americas.

Q. How long have you been employed there? A. At that location, about two and a half years.

Q. What is your position—strike that. What was your position in the period of time between June 26 and September 17, 1973? A. District Operations Supervisor.

Q. What district? A. Overseas A.

Q. To whom did you report? A. I reported to Mr. Walter Nichols, who is its district operations manager, who in turn reports to Mr. Allen Gamble who is the division operations manager.

Q. Now, within your capacity as district operations supervisor in district A, prior to June 26, had you had occasion from time to time to meet with union representatives, especially Mrs. Anne Walden? A. Yes, while I am not in the formal procedures, grievance procedures, on those occasions when I would be acting in charge for the district operations manager, I would meet in that capacity.

Q. Now, beginning in June of '73, did management hold a series of meetings with the union, and particularly with Mrs. Walden? A. Yes, we requested a meeting in June for the purposes [90] of discussing the closing of overseas A, and the resulting seating plan.

Q. Now, resulting from this initial meeting and subsequent ones, was information provided to the union and/or

to Mrs. Walden in the capacity as a union representative with respect to the closing of District A and the seating plan that was to go into effect? A. We did subsequent to our meeting in June, we provided Mrs. Walden with a copy of a package which was prepared in detail, which was to be presented to both the non-management and management people stating the reason or the reasons and the schedule for the closing of District A. The reason for presenting this package to Mrs. Walden in her capacity as union chairlady was to have her review it to see if there were any suggestions or criticisms she might have of the package, giving her an opportunity to review it before it was given to the rank and file. In addition, there were meetings after that time at which time she was provided with details pertaining to the seating plan.

Q. In addition to that was other information physically sent to Mrs. Walden or given to Mrs. Walden at these meetings, either one? A. Yes, there was information that was both physically given to Mrs. Walden and presented to her verbally.

Q. Was a seniority list presented to Mrs. Walden? [91] A. Yes, the seniority list covered the operators, the service assistants, and the part-time operators employed in the New York overseas division.

Q. Do you recall when that list was presented to Mrs. Walden? A. Sometime in August.

Q. Was a list of hours to be worked under the new seating plan given to Mrs. Walden? A. A list of tours for bidding for the basic operators was provided. A tentative list of part-time hours that would be available to part-time employees in the New York division was also presented.

Q. Is it correct—strike that. You mentioned basic tours available for bidding. Who is eligible to bid on these tours? A. Those are the regular full-time operators that have indicated on their tour preference card that they would like basic hours.

Q. Now, you heard Mr. Nichols testify as to information he presented to Mrs. Walden. In addition to what you have just testified to and what Mr. Nichols testified to, was any other information presented to Mrs. Walden with respect to the seating plan? A. Yes, there was additional information. Mr. Nichols' testimony, he related that there was a conversation at which [92] time a request was made for additional part-time information. That part-time information request was for the total number of hours worked by part-timers in the New York division. In my meeting on September 14, the second item on our agenda, I did in fact attempt to give her that information. In addition, I did give to Mrs. Walden for the same period of time in which those hours were constructed, the average lengths of tour, which was 3.96 for part-timers that worked in the New York division.

Q. Did you give her anything else as a result of that meeting? A. Yes, she had requested the number of part-time operators that I had, and I gave her the number of part-time operators that I had within overseas A.

Q. In addition, did you prepare General Counsel's Exhibit 2 that you saw this morning and heard discussed this morning? A. Yes, there was additional request made at that meeting for the part-time tours. The total number of part-time tours in the New York division, and that I believe—pardon me, that is the information that I gave to her.

Q. Now, did there come a time in September when Mrs. Walden requested a meeting with you? A. Yes.

Q. When was that meeting held? A. That meeting was held on September 14.

[93] Q. What was the agenda for that meeting? A. The agenda for the meeting was a grievance regarding Miss Olga Hiebner who was our operations supervisor within overseas A, and one of our operators, Miss Abrams. In addition, the second item was the part-time information requested.

> Mr. Banks: If I may, please, I would like at this time to renew the objection I had to the line of testimony that was asked Mrs. Walden and the same objection regarding the testimony here now, and ask that the testimony that Mrs. Walden gave in regard to questions be stricken from the record, irrelevant and immaterial.
>
> Judge Dixon: No, I will let it stand. I think there is some connection and relevancy, maybe not overpowering, but it is there.

Q. With respect to the Hiebner-Abrams problem, what was Mrs. Walden's position? A. This resulted from Mrs. Hiebner reprimanding Miss Abrams for receiving a personal call on a supervisory telephone which is used for business purposes.

Q. Is it uncommon for a supervisor to reprimand an operator for receiving a personal call on a phone like that?

> Mr. Banks: Objection.

Errors so in the original.

Judge Dixon: Now, we are getting into the merits of this particular thing. I will let you go into what was said [94] vis-a-vis—

Mr. Leff: Withdraw the question.

Q. What was Mrs. Walden's position with respect to the grievance that you just outlined? A. The phones are used primarily for the purposes of business.

Q. What was her position, not getting into the facts? A. Her position was not that the young lady was reprimanded for this, but in fact the tone and manner in which she was spoken to by Miss Hiebner.

Q. Is there a contractual provision in the collective bargaining agreement which supports Mrs. Walden's position in this respect? A. Yes, there is.

Q. What provision is that? A. 19.3.

Q. Now, I am going to show you a document and I would like you to identify it, please. A. That is the contract between the American Telephone and Telegraph Company, Long Lines Department, and the Communications workers of America, dated July 18, 1971.

Q. That's the contract in effect in its overseas long line division? A. That is correct.

Q. And Mrs. Walden is the union chairman of Local 1150? [95] A. She is the union chairlady, that's right.

Mr. Leff: I would like to introduce this as Company Exhibit 1.

Judge Dixon: Do we need that document? I want to show this particular provision. Why don't we read it into the record?

Errors so in the original.

Mr. Leff: There's been reference to other contract provisions, the one I read this morning.

Judge Dixon: That's the only two you would be interested in?

Mr. Leff: Yes.

Judge Dixon: Read this one, too, then.

Mr. Leff: Would you read Section 19.3, which is the section I believe you cited?

A. 19.3 states that the company and the union recognize that it is in the best interests of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect.

Q. All right. Now, after Mrs. Walden made her point concerning the Hiebner-Abrams grievance, what was your position with respect to her point? A. I upheld the point that under no circumstances did we have the right to treat our employees without respect. That we should show respect to all employees regardless of the [96] situation.

Q. What—then what happened at the meeting? A. I advised her that I would look into the matter and would discuss it with Miss Hiebner.

Q. And then after that, what happened? A. We moved on to the next item.

Q. Which was? A. The information about part-timers.

Q. How did that part of the meeting begin? A. I advised Mrs. Walden that I had prepared the information that she had requested from Mr. Nichols, the total part-time hours. Work by part-timers in the New York overseas division. I started to give her this information and she stated that this was not what she had requested. I then stated that I

Errors so in the original.

had other information and that information was in terms of the average length of tour worked by part-timers and did in fact give that to Mrs. Walden.

Q. Did she then go on to request any additional information concerning part-time employees? A. Her next question was the number of part-time employees that I had, and I responded with a number of part-time employees in our overseas A.

Q. Did she then ask for anything else? A. Yes, the next question was the number of part-time tours in the New York division.

[97] Q. Did you furnish her with this information? A. I did not have that information available. I assured her that I would provide her with this information before the end of the day.

Q. Was that the end of the meeting on September 14? A. Yes, it was.

Q. Concerning any and all subjects discussed? A. Yes.

Q. Did that meeting end in an amicable manner? A. Yes.

Q. Did Mrs. Walden before the conclusion of that meeting make any requests in addition to the ones you just testified to? A. No.

Q. Are minutes kept of formal meetings between union and management representatives? A. Yes. Each—both management and the union have a recorder for the purposes of recording in longhand the context of the meeting.

Q. After they are recorded in longhand, what happens to these minutes? A. For the management side, we have these typed and become a part of our permanent record.

Q. Are these minutes made in the ordinary course of business between management and union representatives, in formal [98] meetings? A. Yes.

William R. Beckett—for Respondent—on Voir Dire

Q. Did you review the minutes of the meeting of September 14 at the time they were transcribed? A. Yes.

Q. Did they represent to you a true and accurate account of that meeting? A. Yes.

Q. I would like you to look at some documents and identify them if you would, please (handing). A. The first page I have here is the first item which involved what I had described earlier between Miss Hiebner and Miss Abrams, the formal grievance on that subject. The second item outlines the discussion on the part-time hours.

Q. Does that second page outline the context of that part of the agenda and the requests and responses thereto? A. Yes, it does. And you will note that I did make a correction in the minutes.

Q. What correction in the minutes did you make? A. There was a typographical error that stated 25 part-time hours, and it was corrected to 29.

Mr. Leff: I would like to introduce this as Company Exhibit 1.

Mr. Banks: May I have a voir dire, please?

Judge Dixon: All right.

[99] *Voir Dire Examination by Mr. Banks*:

Q. Mr. Beckett, how did you say this was transcribed, who actually did the transcription? A. Mr. LaPalusa was my recorder.

Q. What is his position? A. He was an operations manager in overseas A at the time.

Q. How did he take it down, did he take it down in shorthand or with the use of the machine, just how did he do it?

Errors so in the original.

A. All union minutes for both management and union are taken in longhand.

Q. And are they taken by the same individual or by a different individual for each of the parties? A. Management has their recorder and the union has their recorder. They are different parties.

Q. When you said recorder, you are not referring to a mechanical recorder, you mean the individual who actually keeps, takes down the minutes; is that what you mean? A. That is correct.

Mr. Banks: Objection to the receipt of Employer's Exhibit 1 on the grounds that it has not been properly authenticated. There is no way, in the first place, the party who took it is not present here to indicate whether or not they are accurate and complete.

Judge Dixon: Well, I think they are sufficiently [100] identified. I will receive Respondent's Exhibit 1 in evidence.

(Respondent's Exhibit 1 marked for identification and received in evidence.)

Mr. Leff: Now, you stated with regard to Mrs. Walden's request for number of part-time tours, you did not have that information at the time of your meeting with her on the 14th; is that correct?

A. That is correct.

Q. When did you tell her you would get it to her? A. I stated to Mrs. Walden I would provide it to her before the end of the day, Friday the 14th.

Q. Did you in fact give her that information before the end of the day? A. Yes, I did.

Q. How did you do it? A. I had to request from the other districts the information concerning their part-time tours. Consolidated the information and put it on my personal half tag, inserted it in our inter-company envelope, sealed it with a personal seal to be opened only by the person it was addressed to. Called my union steward and requested my union steward, Miss LaTrop, to deliver it to Mrs. Walden that afternoon.

Q. Did you hear from Mrs. Walden again on that afternoon? Did she contact you, did you speak to her after that, after [101] you provided her with that information on that day, the Friday? A. No.

Q. When is the next day that you went to work that you reported to work? A. September 17. I believe it was a Monday.

Q. The following Monday? A. Yes.

Q. Did Mrs. Walden call you sometime on Monday the 17th? A. I received notification that she had called. I was unavailable at the time. And tried to return her call when I returned.

Q. Were you able to get through to her at the time? A. The line was busy at the time. I subsequently tried and left the message with her supervisor.

Q. Now, following your inability to reach Mrs. Walden on the phone and her inability to contact you, what happened next? A. Mrs. Walden came into my office at approximately quarter of ten. I believe that's the same day.

Q. Was she alone? A. Yes, she was.

Q. Are you familiar with the contractual provision regarding meetings between union and management officials? A. Yes, I am.

[102] Q. Did you refuse to see Mrs. Walden or send her away or tell her to make an appointment with you pursuant to that provision? A. No, I did not.

Q. Had you in fact on other occasions met with Mrs. Walden in your office alone, that is a one-to-one situation? A. Yes.

Q. Where she had not made an appointment? A. That is correct.

Q. And on these occasions when you had met with her prior to the occasion of the September 17, how would she conduct herself? A. Fine. Generally it was for the purposes of clarifying or receiving information.

Q. When she came to your office on the 17th, did she appear agitated or upset or angry? A. No.

Q. How did the conversation or the meeting begin on the 17th? A. Well, when she walked into the office, we—she said she had tried to call me earlier. And I related that I had tried to return her call, but the line was busy. And that when I had called she was unavailable. And there was a comment made about she had hoped that the phones were being used for business purposes and my response to that was that [103] I was sure that they were. And that was the source of a very cordial conversation.

Q. Then what happened? A. Then the meeting changed dramatically.

Q. How? A. Well, in a very loud voice, much louder than I am talking right now, she announced that she was here to talk about—she was here about the garbage that I had sent her.

Q. What did you say to her? A. I said, "What garbage?"

Q. What did she say? A. And she said that little piece of paper in that big envelope.

Q. What was her tone when she said that? A. It was increasing in volume and I would say it was a shout at that point.

Q. Now, did she show you the piece of paper about which she was referring? A. Yes.

Q. Did you identify it? A. I identified it in my own mind as being the half tag that I had sent on Friday and was about to ask the question as to what was wrong with it, when she continued by saying, and her tone was at least as loud, if not increasing at this point, that she had requested several times from Nichols [104] and I, and I stated that that was the information that she had requested from me on Friday.

Q. Did you make any remark to her, comment to her, about her loudness? A. At that point I cautioned her if her tone and manner did not change, we would not continue.

Q. Did she at that point change her tone and manner? A. No. Quite the contrary, it was at least that loud and we—she continued by saying that she reiterated she had made this request and both Nichols and I should be intelligent enough to interpret her request. I replied that I had provided her with the information that she had requested on our Friday meeting.

Q. What did she say? A. And she, at that point, I guess in terms of volume, shouting still that she was not there to play games.

Q. What did you say? A. My reply was that I did not have time to play games. That we had provided her with precisely what she had asked for on that—in that Friday meeting.

Q. Did you again caution her about her tone and manner? A. At that time I issued the second request and cautioned for her to change her tone and manner.

Q. Did she change her tone and manner at that point? A. No, she did not.

[105] Q. Did she say anything else? A. Yes, there was some remark about my lack of intelligence and that she was able to get this information on previous seating plans.

(Recess.)

Judge Dixon: On the record.

Mr. Leff: I'm sorry, would you read back the last question and answer.

(Record read.)

Q. What was her tone when she made this last remark that you testified to?

Mr. Banks: Objection, leading.

Judge Dixon: Well, I don't think it is leading. Overruled.

A. She was shouting, even louder than before.

Q. What did you say? A. I told her the meeting was over.

Q. At that point what did Mrs. Walden do? A. Left the office.

Q. Now, would you explain, please, the physical location of where this meeting took place? A. Yes. Our office, our staff office on the eighth floor was a rather large open area with my cubicle adjacent to Mr. Nichols' office. Partitioned

with bankers partitions, conference room, and open area with people working.

[106] Q. Do the partitions in your office, do they go from floor to ceiling? A. No, they are banker-type partitions, that go perhaps half way to the ceiling.

Q. Then it is open? A. Open from that point.

Q. Now, in the immediate area, where there are other people working, were there people working at that time? A. Yes, my staff was out in the outer office.

Q. Now, in the meeting which you just described, at any point in that meeting, did Mrs. Walden request clarification of any of the information on General Counsel's Exhibit 2? A. No.

Q. Now, do you know what information was provided to the union or Mrs. Walden with regard to the preceding seating plan? A. Yes, I was in the same capacity at that time. And I myself provided her with seniority lists, lists of tours, and a list of the tentative part-time hours that would be available.

Q. And did she receive this information with regard to the present seating plan? A. Yes.

Q. Now, after that meeting concluded with the early morning meeting on the 17th, did you decide to issue the [107] warning notice? A. Yes, I did.

Q. What did that notice provide? A. Provided for the fact that she—if she conducted herself in a similar manner on subsequent occasions, she would be subject to severe discipline.

Q. Did you make that warning notice for Mrs. Walden—in what capacity did you issue that warning notice to Mrs. Walden?

Mr. Banks: Objection.

Judge Dixon: On what basis?

Mr. Banks: It hasn't been established yet that it was done in any particular capacity.

Mr. Leff: I believe there is testimony, by Mrs. Walden this morning, that Mr. Beckett told her—

Judge Dixon: She said it was being done in an employer-employee manner, not a union.

Mr. Leff: Yes, sir.

Judge Dixon: Go ahead.

A. That was issued to her as an operator, which would be overseas operator as well as union traffic chairlady. It was to be included on her record.

Q. I show you a document. Can you identify it, please? A. That is a copy of what I had included in her record.

Mr. Leff: I would like to offer this as Company's [108] Exhibit 2.

Mr. Banks: No objection.

Judge Dixon: All right, Respondent's Exhibit 2 is received in evidence.

(Respondent's Exhibit 2 marked for identification and received in evidence.)

Q. Mr. Beckett, specifically, what were your reasons for issuing this notice of disciplinary warning? A. The reason for giving Mrs. Walden a warning was because of her personal attack on me. It was not for the purposes of clarifying information. It was not for a subsequent request for additional information. But all through, a personal attack on me.

Q. Now, following your decision to give Mrs. Walden this warning notice, did you call her back to your office to inform her of that fact? A. Yes, I did. I did not meet with her in my office. As I stated, my office only had bankers partitions and I did ask her to go into Mr. Nichols' office which is an enclosed office.

Q. When you and Mrs. Walden went into Mr. Nichols' office, what did you tell her? A. I told her what would be included in her record, understood—asked her if she understood exactly what I was saying, because it was necessary to get an understanding of the [109] severity that I felt existed as a result of her outbreak. She stated that she did understand, but she did not accept the warning. I indicated to her that I was surprised that we would have such an outbreak, since as recently as the preceding Friday we had discussed the fact that we had an obligation to deal with one another with respect, regardless of the circumstances.

Q. Did she bring up to you in that discussion her status as a union representative? A. No.

Mr. Banks: Objection, leading.

Judge Dixon: Let it stand.

A. My response—

Q. Did you make your response? A. I said no.

Q. Did you say anything else to her at that meeting? A. Yes, I did. After I had issued the warning, I asked if there was any additional information concerning part-timers, any additional requests that she would like to make at that time, I would be glad to take her request.

Q. Did she say anything in response to that? A. There was no request made.

Q. Did she make any response or request to you after that meeting with regard to part-time information? A. No.

[110] Q. With regard to the warning notice, did she say anything about her behavior? A. That, I felt this was significant, so I copied down verbatim, and her words were that it would probably happen again.

Q. Now, after all of the events which you testified to, have you had occasion in the normal course of business to meet with Mrs. Walden in her capacity as a union representative? A. At Mrs. Walden's request, on October 30 I met with her concerning the seating plan with regard to the seniority balance between the remaining three districts.

Q. How did Mrs. Walden conduct herself in that meeting? A. Very well. If you are asking if she was aggressive, she certainly didn't agree with all the points that were made, but she was very aggressive in defense of all the points in her opinion and as meetings had been in the past.

Q. Did anything transpire in that meeting that you would characterize as a personal attack the way you characterized some of the things that happened on the 17th? A. No, I think—

Q. What was your response? A. No, I was going to continue by saying I think I summarized the meeting.

Mr. Leff: I have nothing further.

[111] *Cross Examination by Mr. Banks*:

Q Do you recall, Mr. Beckett, how many meetings you had with Mrs. Walden prior—between June 26 and September 14? A. That I personally conducted on an informal basis?

Q. What meetings you were present, first. The meetings at which you were present. A. I would say perhaps two.

Q. Two? A. Yes. Taking into consideration informal and formal meetings.

Q. Right. Now, I believe you mentioned there was a meeting on the 14th? A. Of—

Q. In which certain information was requested. A. Is that of September?

Q. Right. A. Yes.

Q. That's the date that Employer's Exhibit 1 represents a record of; is that right? A. That's right.

Q. Now, you are certain that this contains the only information that you were asked with regard to part-time employees at that time? A. Yes, and the reason I can state that I am certain is [112] because the notes were transcribed and typed immediately following the meeting.

Q. They were transcribed in the manner you already testified? A. That's right.

Q. Now, you had indicated that you had had several meetings with Mrs. Walden prior to this time and they were all—began and ended very amicably? A. That's right, sir.

Q. You had indicated two between June 26 and September 14, and that includes the meeting of September 14, does it not? A. That is correct.

Q. Now, were there meetings that were held with other officials regarding the information at which time you were not present that you know of? A. I'm sorry, would you restate that?

Q. Were there other meetings that Mrs. Walden had with other company representatives relating to this same information where you were not present, as far as you know?

A. I'm still not clear on what you said. Let me give it back to you. I interpret what you say as regarding the part-time information that I provided her, am I interpreting that right?

Q. Yes. [113] A. No, I was not in another meeting with her when this request was given.

Q. Well, no, what I specifically asked was, do you know whether or not there were meetings with other company officials relating to this? A. Yes, there was.

Q. Now, you indicated that Mrs. Walden, when she came in, shortly after she came in on the 17th, that her voice began escalating. Do you have any explanation as to why this happened? A. No, I don't.

Q. You have no reason to fall back on as to why this was such a departure from her demeanor on other occasions when you had had union meetings before? A. I could not explain it.

Q. And she didn't give you any reason for it, did she? A. When you say did she give me a reason for shouting, no, she did not give me a reason for shouting.

Q. I believe you stated that she said it would probably happen again. Did she say anything further, did she indicate what she meant by probably happen again? A. No, that was the full statement, it would probably happen again.

Q. How long would you say that conversation lasted? A. The conversation between Mrs. Walden and myself when she [114] came into the office?

Q. That's right. The second time—I'm sorry, the first time. A. Oh, perhaps three to five minutes. I would think is an accurate account.

Q. Now, at this time you were in your office; is that right? A. That is correct.

Q. Now, when you were seated there, can you see outside of the office, can you see activities outside of the office, or were you seated at the time? A. I was seated when she first came in, and then I stood; to answer your question, whether I can see out of my office or not, yes, I can, there is no door.

Q. You said that was a personal attack on you. Would you describe the details of what that personal attack was? A. I think I have. In my testimony. But if there is any specific area that I might clear up, I will be glad to try and do that.

Q. Now, you said, I believe, that you were talking to her in two capacities. As an employer and operator, I believe, long lines operator? A. Overseas operator.

Q. Overseas operator, and as the chairlady? A. I stated that's what it was on her warning.

[115] Q. That was on her warning? A. Yes.

Q. How were you talking to her? A. I was talking to her in that manner also.

Q. Now, I will ask you, Mr. Beckett, if Mrs. Walden instead of being a long lines operator, had not been employed by the employer, what would have been your recourse against her?

Mr. Leff: Objection.

Judge Dixon: What basis?

Mr. Leff: Hypothetical question, she is a long lines operator.

Judge Dixon: You had one quite similar which I mistakenly allowed the answer to. I will make the same mistake.

Overruled.

Mr. Leff: Repeat the question.

Q. Yes. If Mrs. Walden, instead of being an overseas operator, had been a union representative who was not in the employ of the company, and let's assume that she made the alleged attack that you referred to, what would have been your recourse against her? A. You are asking me to make a decision on something I would have to experience.

Q. Well, would you have issued a warning or reprimand to a union representative who was not employed by the company? [116] A. Again, you are asking me to make a decision on something that hasn't happened.

Q. I will ask you then, if you believe it is possible to separate Mrs. Walden's function as a union representative from her employment by the employer? A. Do I believe that it is possible to separate those two?

Q. Yes. A. I believe in Mrs. Walden's identification of herself, you will find that she identified herself as an overseas operator employed by long lines, the long lines department, and she also identified herself as a union chairlady. I would make the same identification.

Q. Let's go back to her visit to your office or that meeting on September 17 when she went up there with this, with General Counsel's Exhibit 2, to discuss that with you. In what capacity would you say she went to see you? A. At that particular time, she was an overseas operator on relief from her normal position.

Q. But was she seeing you as an overseas operator? A. At that particular time, again, you ask me what was she, she was acting—

Q. But her business with you, what was her business with you? A. Had to do with union business.

Q. As a matter of fact, she didn't work in the same [117] district that you were in? A. That is correct.

Q. You were in, what, at that time, A district? A. That's right.

Q. Which no longer exists? A. That is correct.

Q. And she was as she is now in D district? A. No, that is not correct. She was in D district at that time. At the current time she is in district B.

Q. I'm sorry, I stand corrected. In any event, she was not in the same district that came under your supervision? A. That is correct.

Q. Now, there has been some conversation about respect, mutual respect, employee vis-a-vis employer and the union. Now, how did that enter into the conversation between you and Mrs. Walden during her second visit to your office at your request at which time you warned her about her alleged conduct? A. Okay, two things I would like to state here. Number one, that it was necessary to point out the respect for the reasons that the warning was issued. And they were, again, she was not questioning in any form the data that was provided to her. Nor was she making an additional request for clarification. All conversation starting from or coming from Mrs. Walden or allegations about the intelligence of [118] the management that we—that I in fact was playing games and further comments about lack of intelligence. So that's the reason that respect enters in.

Q. Now, you said personal attack on you. You mean on you as an individual, is that what you mean? A. That is correct.

Q. So you were not concerned about the fact that you were a supervisor for the company, but the fact she was making a personal attack on you as an individual? A. Me as an individual acting in the capacity of the district operations supervisor employed by long lines.

Q. I see. So, this second meeting, how long would you say that lasted? A. I would say it was well over an hour and a half, perhaps bordering on two hours.

Q. And after you had finished disciplining her with respect to this alleged conduct that she engaged in, you then proceeded to transaction union business, didn't you? A. No, I did not proceed to transact business. I asked her if there was any information that I could provide her, any clarification, if that is your interpretation of union business.

Q. At that time you were speaking to her as a union representative at that time? A. That is correct.

[119] Q. You said you had occasion to speak to Mrs. Walden since the 17th? A. Yes.

Q. That meeting was also amicable? A. Yes, sir.

Q. You said she, as you would expect, stressed or stood by her position with respect to the union's position regarding whatever you were discussing? A. With regard to the issues; that's right.

Q. Which you would expect from a union representative? A. Certainly would.

Q. And the same would be expected from a lower representative with regard to his position; is that right? A. That is correct. I think that marked the distinction between the two meetings.

Q. Now, you had meetings with union representatives on various occasions, haven't you? A. Yes.

Errors so in the original.

William R. Beckett—for Respondent—Cross

Q. What is the general nature of union meetings? You have been in negotiation sessions? A. In terms of negotiating a contract, no. In terms of responding to grievances, yes.

Q. Now, what character or what gambit do those meetings usually run, do they sometimes get noisy or sometimes get very controversial? [120] A. About the issues.

Q. I believe you stated that this second meeting, the warning meeting, lasted about an hour and a half; is that what you said? A. I believe that is correct. I do not have the actual time.

Q. Do you remember what you were talking about all that time, other than going over the grievance and then finally requesting whether or not she had any additional request for information? A. I was not going over a grievance during that period of time. I was administering discipline at that time. That was not a grievance meeting. The time was talking, and I do not have all the precise words, but talking about the incident in the morning.

Mr. Banks: That's all.

Mr. Leff: I have nothing further.

Judge Dixon: You can step down.

Mr. Leff: I call Miss Sandra Hooper.

Sandra Hooper—for Respondent—Direct

SANDRA HOOPER, called as a witness by the Respondent, was duly sworn and testified as follows:

Direct Examination by Mr. Leff:

Q. Would you state your full name, please? A. Sandra Hooper.

[121] Q. Where are you employed? A. American Telephone and Telegraph Company, Long Lines Department, 32 Avenue of the Americas.

Q. What is your position? A. I am supervisor in personnel.

Q. How long have you held that position? A. Approximately 18 months.

Q. On the day of September 17, 1973, where was your office located at 32 Avenue of the Americas? A. On the eighth floor, Room 840.

Q. Is this the same floor on which Mr. Beckett's office is? A. Yes, it is.

Q. To whom do you report? A. Mr. Beckett.

Q. About how far is your work area from Mr. Beckett's office or cubicle? A. About 13 feet.

Q. Now, on the morning of September 17, did you see the charging party enter the area on the eighth floor? A. Yes, I did.

Q. Approximately what time was that? A. Between 9:30 and 10:00, I believe.

Q. Did you see her go into Mr. Beckett's office? A. Yes, I did.

Q. And did you hear anything that came from Mr. Beckett's [122] office? A. Yes.

Q. What did you hear? A. After she had been in there for a little while.

Q. After she had been in there for a little while, you heard something? A. Yes.

Q. What did you hear? A. I could hear Mrs. Walden talking and I heard her say something to the effect of "garbage." She didn't have to accept this "garbage." Those may not be the exact words, but something to that effect.

Q. Did you hear anything else that she said? A. I couldn't make out anything else she said, no.

Q. Could you hear her tone? A. She was very loud.

Q. Could you hear Mr. Beckett? A. I couldn't hear him.

Q. Now, when you heard this reference to garbage and this loud voice, did you stop what you were doing and look around? A. Well, everyone that was in the office kind of stopped at that point and we all sort of looked at each other, because it is not something you hear every day in the office.

Q. Then after that, what did you see or hear? A. Well, as I said, everyone in the office was kind of [123] looking at each other and then I guess you could say they went back to what they were doing.

Q. How many people were in the office? A. Approximately five.

Q. Did you see Mrs. Walden come out of Mr. Beckett's office? A. Yes.

Q. About how much after she had gone in there did she come out? A. It was a very short period of time. I guess three to five minutes, as previously stated.

Mr. Leff: I have nothing further.

Cross Examination by Mr. Banks:

Q. Mrs. Hooper, did you ever see Mrs. Walden on the floor before? A. On the floor, you mean on the eighth floor?

Q. Yes. A. Yes, I have.

Q. Did you see her come in to see Mr. Nichols or Mr. Beckett or any of the other supervisors? A. From time to time, yes.

Q. On those occasions where did she go, did she go in the same office or same general area? A. In that area, because she would either see Mr. Beckett [124] or Mr. Nichols.

Q. Did you ever hear any of her conversation on those occasions? A. No.

Q. You never did? A. No.

Q. Now, you said she was speaking very loud, and the only things you heard was "garbage"? A. I heard that distinctly.

Q. That's the only thing you could discern, "garbage"? A. Yes.

Q. What is your position? A. I am a supervisor in the personnel department.

Q. Who is your immediate supervisor? A. Mr. Beckett.

Mr. Banks: I have nothing further.

Mr. Leff: I have nothing further.

Judge Dixon: You are excused.

(Witness excused.)

Mr. Leff: Miss Forino.

Errors so in the original.

Helen M. Forino—for Respondent—Direct

HELEN M. FORINO, called as a witness by the Respondent, was duly sworn and testified as follows:

Direct Examination by Mr. Leff:

Q. Would you state your name, please? [125] A. Helen M. Forino.

Q. Where are you employed, Mrs. Forino? A. The Long Lines Department at American Telephone and Telegraph Company, 32 Avenue of the Americas.

Q. How long have you been employed by the American Telephone and Telegraph Company? A. 27 years.

Q. What is your present position there? A. Force supervisor.

Q. What is the job of a force supervisor? A. We administer hours to the operators and S.A.'s.

Q. "S.A." being? A. Service assistant.

Q. How long have you held this position? A Three years.

Q. Prior to that, what was your position? A. Clerical supervisor in force.

Q. Before that? A. A force clerk.

Q. Now, on the morning of September 17, 1973, do you recall what you were doing? A. We were contacting the operators for the schedule that was to go into effect on October 14.

Q. Where were you doing this work? A. We were doing it in a conference room, Room 840.

[126] Q. Will you describe the area where you were doing the work, the conference room particularly? A. It was a walled-in room from the office itself, about, I don't know, about maybe 20 by 10 feet in size. And it had a door.

Errors so in the original.

Q. Was the door open? A. The door was open.

Q. With the exception of the door, you said it was a walled-in room? A. Yes.

Q. The walls go from floor to ceiling? A. Right.

Q. Was anyone else in the room with you? A. Yes, there were three other supervisors in there with me.

Q. And you stating you were working on contacting? A. Contacting the operators for hours.

Q. What kind of work is contacting, how would you characterize it? A. It is contacting. We have to pay attention to what we are doing. Mistakes can easily be made.

Q. Did you see the charging party, Mrs. Ann Walden, enter the area? A. No.

Q. Did you see the charging party, Mrs. Walden, enter Mr. Beckett's office? [127] A. No.

Q. Did there come a time when you heard a voice emanating from Mr. Beckett's office? A. We heard a voice. We did not know where it was coming from.

Q. Could you identify the voice? A. It was Mrs. Walden's.

Q. How did you know it was Mrs. Walden's? A. Well, I know Mrs. Walden. I have had dealings with her in management-union relationships.

Q. How would you characterize Mrs. Walden's voice? A. It was very loud.

Q. Was it loud enough for you to stop working?

Mr. Banks: Objection. How would one determine if it is loud enough for one to stop working?

Mr. Leff: I think that is the question.

Errors so in the original.

Helen M. Forino—for Respondent—Cross

Judge Dixon: I think her answer would indicate it, I suppose. Overruled.

Go ahead.

A. When we heard it, we did pause to try to listen.

Q. You say—how many voices did you hear? A. Just Mrs. Walden's.

Q. Did you know that Mrs. Walden at that time was with Mr. Beckett? A. No.

[128] Q. Did you hear Mr. Beckett's voice at all? A. No.

Q. Would you have been able to recognize Mr. Beckett's voice if you heard it? A. Yes.

Q. Did you see Mrs. Walden leave Mr. Beckett's office? A. No.

Q. When did you learn that Mr. Beckett was the person with whom Mrs. Walden was having her discussion? A. It was sometime later in the morning when Mr. Beckett had come into the conference room and asked us if we had heard anything, and we said yes, we heard Mrs. Walden's voice.

Mr. Leff: I have nothing further.

Cross Examination by Mr. Banks:

Q. When you said "we," who do you mean? A. Myself and three other supervisors who were working on the contacting of hours.

Q. Now, in relation—you know where Mrs. Hooper's location is? A. Yes.

Q. In relation to her location, how far were you from Mr. Beckett's office? A. I would say the same difference

as we are now, other than the room I was in was all closed in. And I could, [129] through the door, I could see Mrs. Hooper sitting at her desk.

Q. Now, I think you indicated you didn't hear anything that was said? A. No.

Q. But you did recognize it as Mrs. Walden's voice? A. Yes.

Q. Because you had had dealings with her before? A. Yes.

Q. Was that in connection with her carrying out her function as a union representative? A. I didn't hear anything.

Q. No. I am saying— A. You mean to be able to recognize her voice?

Q. Your dealings with her— A. Yes, and I know Mrs. Walden's voice.

Q. Now, when you had dealings with her, how did she talk in relation to the inflection of her voice? A. Very business like.

Q. Had you ever heard her speak in the way she was speaking that day? A. Have I ever?

Q. Would you say the inflection of her voice was any different that day than it is normally when you have heard her speak? [130] A. I thought it was loud.

Q. You thought it was loud? A. Yes.

Q. Had you ever heard her voice loud before? At the time you thought it was loud before? A. No.

Q. Your position, present position again is— A. Force supervisor.

Q. Who is your immediate supervisor? A. Mr. Olesik.

Q. Who would be his immediate supervisor? A. Mr. Keegan.

Errors so in the original.

Q. Who would Mr. Keegan report to? A. Mr. Gamble.
Q. Who is— A. The division manager.

Mr. Banks: Nothing further.
Judge Dixon: You may step down.

(Witness excused.)

Mr. Leff: Miss Pisko.

ELIZABETH F. PISKO, called as a witness by the Respondent, was duly sworn and testified as follows:

Direct Examination by Mr. Leff:

[131] Q. Where are you employed? A. American Telephone and Telegraph Company, Long Lines Department at 32 Avenue of the Americas.

Q. How long have you been employed there? A. 27 years.

Q. What is your present position? A. I am a force supervisor.

Q. Where were you on the morning of September 17? A. On the eighth floor in the conference room, contacting the operators for their hours, for the new schedule that was going to go into effect.

Q. Were you in the same conference room and doing basically the same work as Mrs. Forino at that time? A. Yes, I was.

Q. Now, did you see Mrs. Anne Walden enter the area on that morning? A. No, I did not.

Q. Now, did there come a time when you heard a voice? A. Yes.

Errors so in the original.

Q. How would you characterize that voice? A. As Mrs. Walden's.

Q. What was the tone of it? A. Well, it was extremely loud.

Q. How did you know it was Mrs. Walden's voice? A. Because I had dealings with Mrs. Walden on an occasion [132] her voice did tend to escalate.

Q. When you heard the voice which you identified as Mrs. Walden's, what did you say to the people with whom you were working in the conference room?

Mr. Banks: Objection, there hasn't been any indication that she said anything to anybody.

Mr. Leff: I didn't hear the basis.

Mr. Banks: Leading, no indication that the witness said anything to anyone.

Mr. Leff: I will rephrase the question.

Q. The time you heard Mrs. Walden's voice, did you make any remark or statement? A. Well, a figure of speech. I said, "There she goes again."

Q. What did you mean by that? A. Well, as I said, I heard her on occasion where her voice did have a tendency to escalate, and of course that prompted me to say that, that she was loud.

Q. Had she been loud to you on occasion? A. On one occasion, yes, and on that occasion it was in my office with a group of people, and she was loud and I asked her to kindly lower her voice or I could not have dealings with her. And she did, and she lowered it to a whisper that day.

Q. Did you know on the 17th that Mrs. Walden's voice

which you characterized as extremely loud was directed at Mr. Beckett? [133] A. No.

Q. Did you hear Mr. Beckett at all in there? A. No, I did not.

Q. When did you learn that the incident involved Mr. Beckett? A. When he came into the conference room and asked us if we heard anything.

Mr. Leff: I have nothing further.

Cross Examination by Mr. Banks:

Q. You say you didn't know that Mr. Beckett was the person with whom Miss Walden was meeting until Mr. Beckett came in and asked if you were a witness to anything that happened? A. Yes.

Q. Now, you said you had had dealings with her. In what connection were your dealings with Mrs. Walden? A. With grievances in girls referring their hours or what have you, and they in turn referred it to the union. And since we are in charge of scheduling of tours and hours, we would have that information at hand.

Q. These grievances were in regard to persons under your supervision? A. No, the grievances were in connection with the operators grieving the hours that we had scheduled.

[134] Q. I see, but the operators involved were under your supervision? A. No, the operators are not under my supervision. I don't have operators under my supervision.

Q. Did you have an amicable relationship with Mrs. Walden during the time you had those discussions? A. Oh, yes.

Errors so in the original.

Mr. Leff: Objection. Excuse me, I'm sorry.

A. Yes, it was amicable.

Q. You said there she goes again, were you saying, then, that she was talking in her usual conversational tone, what was the usual conversational tone for her? A. As I said, her voice does have a tendency to escalate and on occasion I did hear her in this tone.

Q. Your position is force supervisor? A. Yes.

Mr. Banks: Nothing further.

Mr. Leff: I have nothing further.

Judge Dixon: You may step down.

Mr. Leff: No more witnesses for me, your Honor.

Mr. Banks: I would like a minute. I would like to call Mrs. Walden for rebuttal.

Judge Dixon: All right, step up.

Mr. Banks: I have decided I will not recall Mrs. Walden.

Judge Dixon: You rest, then, too?

[134A] Mr. Banks: Yes.

Judge Dixon: All right. Off the record.

(Discussion off the record.)

Judge Dixon: Back on the record.

I have indicated in an off-the-record discussion I will set January 11 as the date for briefs and unless there is anything further, the hearing is closed.

Hearing none, I declare the hearing closed.

(Whereupon, the hearing in this matter was closed.)

Administrative Law Judge's Decision

JD-181-74
New York, N. Y.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

DIVISION OF JUDGES

WASHINGTON, D. C.

Case No. 2-CA-13094

AMERICAN TELEPHONE AND TELEGRAPH CO.

Respondent

and

ANNE H. WALDEN

Charging Party

Haywood E. Banks, Esq., of New York, N.Y.,
for the General Counsel.

David Leff, Esq., of New York, N.Y.,
for the Respondent.

Philip Wessel, Esq., of New York, N.Y.,
for the Respondent.

DECISION

Statement of the Case

EUGENE E. DIXON, Administrative Law Judge: This proceeding, brought under Section 10(b) of the National Labor

Relations Act as amended (61 Stat. 136), herein called the Act, was heard at New York City, on December 13, 1973. The complaint, dated October 30, 1973, based upon charges filed and served September 25 and October 19, 1973, by Anne H. Walden was issued by the Regional Director for Region 2 (New York, N.Y.), on behalf of the General Counsel of the National Labor Relations Board, herein called the General Counsel and the Board. The complaint alleged that Respondent, American Telephone and Telegraph Company, had engaged and was engaging in unfair labor practices by threatening the Charging Party with disciplinary action because in her capacity as a union representative, she was seeking clarification of certain information furnished the Union by Respondent, thus violating Section 8 (a)(1) of the Act.

In its duly filed answer Respondent denied the commission of any unfair labor practices.

Upon the entire record and from my observation of the witnesses, I make the following:

Findings of Fact

I. The Business of Respondent

At all times material herein, Respondent, a corporation duly organized under and existing by virtue of the laws of the State of New York, has maintained an office and place of business at 200 Park Avenue in the City and State of New York and other places of business in the various states of the United States where it is and has been at all times material herein continuously engaged in providing telecommunication services and related services.

During the year preceding issuance of the complaint which is a representative period, Respondent in the course and conduct of its business operations performed services valued in excess of $10,000,000 of which services valued in excess of $50,000 were performed in and for various enterprises located in states other than the State wherein it is located. At all times material Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. The Labor Organization

Local 1150, Communication Workers of America, at all times material has been a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

The issue is a very narrow one: Did Respondent Company violate Section 8(a)(1) by issuing the Charging Party, Anne H. Walden, a disciplinary warning because of the manner in which she conducted herself while engaged in union business on September 17, 1973.

Walden has been employed by Respondent since 1946. During this tenure she has held various positions with the Union and currently was traffic section chairman, member of the union executive board, convention delegate and a member of the long lines bargaining committee.

In the summer of 1973, discussions took place between Respondent and the Union regarding the closing of one of four overseas operating districts and the transfer of some

20 employees from the discontinued district to the others. In this connection Walden asked Respondent for certain data to be used by her in evaluating the proposed change. On Tuesday, September 14, W. R. Beckett, a district operations manager for Respondent, submitted some information in writing to Walden that she had requested earlier that day and which, according to her, was incomplete.[1]

On Monday morning, September 17, Walden attempted to see Beckett about the matter. He was not in his office and she left a message to have him call her. He called but was unable to reach her. Thereupon, without notice and on company time (contrary to the requirements of the collective-bargaining agreement),[2] she went to Beckett's office again.

According to Beckett's testimony, a few preliminary remarks between them were cordial enough but then "the meeting changed dramatically." In a very loud voice Walden told Beckett that she was there to talk about the "garbage" he had sent her. Beckett asked, "what garbage?" Her tone increasing in volume to a shout, she replied, "that little piece of paper in that big envelope." Beckett was about to ask Walden what was wrong with it, when

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[1] Respondent maintains that the information supplied to Walden was what she asked for. The testimony on this is far from clear. In any event, which was correct is unnecessary to decide since for the purposes here, I shall assume that both sides took these positions in good faith.

[2] Section 15.60 of the collective-bargaining agreement reads as follows:

> To the extent that service and coverage requirements were met, an employee who is an authorized representative of the Union shall, with reasonable notice and upon request of the Union, be excused without pay or granted leaves of absence without pay to conduct union activities.

Walden continued saying that it was the type of information she had requested several times from his superior Nichols and had requested from him the previous Friday. At this point Beckett cautioned her that "if her tone and manner did not change" the meeting would be terminated. This had no effect on Walden who loudly proclaimed that Nichols and Beckett "should be intelligent enough to interpret her request." Beckett then said he had provided the information she had requested in their Friday meeting and Walden shouted that she was not there to play games. Beckett again cautioned her to change her tone and manner. Even louder, Walden made some remark about Beckett's lack of intelligence. At this point Beckett told her the meeting was over and Walden left his office.

Three company witnesses, all supervisors, who were working in rooms near or adjacent to Beckett's office (which was a cubicle partially enclosed by banker's partitions that did not extend from floor to ceiling) when the exchange took place, all testified that they overheard only one loud voice which they recognized as Walden's and which caused people to look up from their work and listen. Sandra Hooper, whose desk was located about 13 feet from Beckett's office, heard Walden say something to the effect that "she didn't have to accept this garbage." The other two did not hear what was said but one, Elizabeth Pisko, testified credibly and without denial that when she heard Walden's voice, which was extremely loud, she commented, "there she goes again." In explanation, Pisko testified that on a previous occasion in her office Walden was so loud that Pisko asked her to kindly lower her voice or Pisko "could not have dealings with her." Walden lowered her voice—to a whisper.

According to Beckett's further testimony, on the basis of the encounter with Walden Beckett issued a written warning for Walden's personnel file. When Beckett confronted Walden with the warning and asked her if she understood it she acknowledged that she did not but said that she would not accept it. Beckett pointed out that he was not asking her to accept it—only that she understand it. Walden reiterated that she would not accept it and added that "it would probably happen again."

According to Walden's direct testimony, not having heard from Beckett by 9:45, she went to his office where she asked if he had received her message. He said he had and had tried to call her but the lines were busy. She remarked, "You mean to say the lines are busy all this time?" Beckett replied "That (she) should hope (her) supervisors would be more productive." Walden then held out to Beckett the "little piece of paper" she had received in a large envelope the previous Friday and asked if that was the information he had sent her on Friday. When he acknowledged what it was she asked him, "Well, what is it?" She then continued, saying that "It seems to me I have requested this information many times, we have had this same type of information . . . why is it so difficult, your people are so hard to understand what I am looking for."

At this point Beckett "got very upset and . . . accused (her) of storming into his office and talking loud and so forth." She replied that he did not have to tell her how to talk; she knew how to talk. But she asked him for information three or four times, that what he sent her she felt was an insult to her intelligence. He became very annoyed and accused her of shouting at him—which she was not. Anyway, after this she said nothing further and left the office.

About a half hour later, according to Walden's further testimony, she was called back to Beckett's office. About what happened with Beckett at this point, Walden testified as follows:

> When I went to the eight [sic] floor and went back into the office, he went into Mr. Nichol's office, he said, will you come with me? And I went in, and he sat behind the desk and I sat in front of the desk. And he said that he was contacting me not because of my responsibilities representing the Union, but was as an employer-employee contact. And he began to talk about the way I talked to him. He accused me of disrupting his office. And he also stated that the prior week, the week before, I had spoken to a Mr. Olesik in a manner that . . . definitely they didn't like. If I ever spoke to a Company supervisor in that tone, I would be subject to strong discipline. And he would get my personnel file from the district that I worked in, overseas D, and he would so make a notation to be entered in my personnel file regarding the matter.
>
> I objected. I discussed it with him. And I told him I didn't feel it was fair. And I would definitely object to it because I did not feel that I was abusive and that I was not disrupting to his office.

When Walden was further questioned by the General Counsel as to the tone of voice she was using in the first meeting with Beckett, she answered, "I don't know if you would classify me as speaking loud or not, and sometimes I think I have a voice that carries. I wasn't talking loud

to him initially. Now, when he started at me about the way I am coming into his office, because he got very upset, I could tell visibly he was upset. He turned very red. He said to me, 'Don't come into my office talking to me like that.' I said, 'Don't tell me how to talk.' And I may have been quite clear."

On cross-examination when questioned if she had used the word "garbage" in a discussion with Beckett, Walden would not deny it testifying, "I don't recall using the word 'garbage,' and I have used it. Garbage is garbage. I may have used the word garbage at various times." Elsewhere on cross-examination she denied that she spoke to Beckett in a "sudden loud outburst or uproar"—one of the dictionary definitions of "shout." She also denied telling Beckett, "I thought you would be intelligent enough to interpret my requests."

Conclusions

In my opinion the evidence here considered in the light of the record as a whole preponderates strongly in favor of Respondent's version which accordingly I accept. And even allowing for an element of exaggeration in Beckett's testimony, I further find that Walden's conduct exceeded the limits permitted her when involved in union business.

Granted that union representatives are vouchsafed great leeway in verbal exchanges with management in contract negotiations and grievance settlements. But this is not such a case. This was a peripheral procedural matter totally devoid of substance and I can see very little reason for what I and Respondent obviously consider to be gratu-

itous conduct on the part of Walden. Nor can one excuse her on the possibility that she did not know better. She demonstrated on the witness stand that she is a very knowledgeable person. Moreover, that she knew better was further demonstrated by her having only a week before the run-in with Beckett taken exactly the same position as Beckett took with her. That matter involved her representation of a grieving employee when the complaint was not that the reprimand against the employee was unjustified but that the "tone" and "manner" in which it was delivered to the employee was objectionable. In voicing this objection to Beckett at the time Walden relied on a provision of the collective-bargaining agreement (Section 19.30) providing:

> The Company and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect . . .

In view of the foregoing I shall recommend that the complaint be dismissed.

Conclusions of Law

1. American Telephone and Telegraph Co. is an employer engaged in commerce in a business affecting commerce and the Union is a labor organization as those terms are defined in Section 2(2), (5), (6) and (7) of the Act.

2. American Telephone and Telegraph Co. did not violate Section 8(a)(1) of the Act by its issuance to Anne H.

Walden a written warning reprimanding her for her remarks and conduct in a meeting with William R. Beckett on September 17, 1973.

On the basis of the foregoing findings of fact, conclusions of law and the entire record, and pursuant to Section 10(c) of the Act, I issue the following recommended:[3]

ORDER

The complaint shall be and hereby is dismissed in its entirety.

Dated at Washington, D. C.

EUGENE E. DIXON
Administrative Law Judge

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[3] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

General Counsel's Statement of Exception to the Administrative Law Judge's Decision

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 2

Case No. 2-CA-13094

AMERICAN TELEPHONE AND TELEGRAPH CO.,

—and—

ANNE H. WALDEN.

GENERAL COUNSEL'S STATEMENT OF EXCEPTION TO THE ADMINISTRATIVE LAW JUDGE'S DECISION

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Series 8, as amended, the undersigned Counsel for the General Counsel respectfully files the following statement of Exceptions to the Decision of Administrative Law Judge in the above-entitled matter dated March 26, 1974.

1. The Administrative Law Judge erred in admitting into evidence irrelevant evidence of other grievance meetings between the charging party and William R. Beckett, District Operations Supervisor for Respondent, that were completely unrelated to the issue involved in this matter.

General Counsel's Statement of Exception to Administrative Law Judge's Decision

2. The Administrative Law Judge erred in relying on irrelevant and immaterial evidence in judging the issues of facts and in making conclusion of law in the instant case.

3. The Administrative Law Judge erred in concluding that the conversation between the charging party and Beckett was not pertinent to her duties as a union representative.

4. The Administrative Law Judge erred in finding that the conduct of the charging party relating to the instant charge was a peripheral matter totally devoid of substance and outside of the protection of the Act. (Tr 44) (Tr 109)

Decision and Order Issued by the National Labor Relations Board

211 NLRB No. 115

MFP

D—8846

New York, N.Y.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Case 2—CA—13094

AMERICAN TELEPHONE & TELEGRAPH CO.,

—and—

ANNE H. WALDEN.

DECISION AND ORDER

On March 26, 1974, Administrative Law Judge Eugene E. Dixon issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and the Respondent filed a statement in support of the Administrative Law Judge's Decision.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has de-

cided to affirm the rulings, findings, and conclusions of the Administrative Law Judge but only to the extent consistent with the following.

On September 17, 1973, the Respondent issued Anne H. Walden, the charging party, a warning of possible "very severe disciplinary action" because of the manner in which she conducted herself on that date while engaged in certain union activity. The complaint alleges in essence that as the warning was given because of Walden's union activities it violated Section 8(a)(1) of the Act. The Administrative Law Judge concluded, however, that Walden was not engaged in a union matter such as contract negotiations or grievance settlement but only in a "peripheral procedural matter totally devoid of substance" and could see no reason for what he considered to be her improper conduct. Accordingly, he found that Respondent had not violated the Act. We agree with the General Counsel that the Administrative Law Judge erred in his consideration of the case.

The facts are simple enough. Walden in her capacity as a union agent requested certain information relevant to a change in the Respondent's organization or operations which would affect the employment situation of a number of employees. On Friday, September 14, 1973, she received from W. R. Beckett, a district operations manager, a slip of paper containing some data, which, however, she considered wholly inadequate in terms of what she had requested. The following Monday morning she went to Beckett's office to complain about the matter. According to the credited testimony, Walden, in an increasingly

louder voice, referred to the information sent her as garbage, stated that the type of information she wanted had been given her on other occasions, and claimed that Beckett and his superior, Nichols, should be able to interpret her requests. Then in response to Beckett's statement that the information supplied was that asked for, she shouted she was not there to play games and finally—and still shouting—she made some comment concerning Beckett's lack of intelligence. At several points Beckett interjected to warn Walden that the meeting would end if she did not improve her tone and manner and with her comment concerning his lack of intelligence Beckett stated the meeting was ended. Walden left. The whole meeting had lasted only 3 to 5 minutes.

That afternoon Beckett called Walden to Manager Nichols' office where he first told her he was speaking to her in her capacity as an operator, i.e., as an employee, and then gave her a warning for her earlier "abusive and extremely loud" behavior in his office, which, he stated, would not be tolerated and which if repeated would subject her "to very severe disciplinary action." He added the warning would be noted in her personnel file and, according to his testimony, did place in her file a summary statement of the warning and of her reactions to receiving it.

It is clear from the facts outlined above that at the morning meeting with Beckett on September 17 Walden was acting solely in her capacity as a union representative. Indeed, as Beckett was not her supervisor, she had no reason to deal with him except in her capacity as a union agent. It is also clear that at the time she was acting in furtherance of a legitimate union objective—the acquiring

of what she deemed relevant job data. In view of the foregoing we find unwarranted the Administrative Law Judge's conclusion that Walden was engaged only in a "peripheral procedural matter totally devoid of substance" with the implication that her activity was somehow not entitled to the full protection of the Act. Neither do we find any substance in Respondent's argument to the effect that Walden was not engaged in a "legitimate or relevant request concerning clarification" of data previously given her because she did not in so many words specifically ask for such clarification. The Respondent introduced considerable evidence for the purpose, apparently, of showing that Walden had already been given the information she was complaining she had not received. It is nevertheless plain that Walden was in good faith complaining about the insufficiency of the data supplied her, and that she was attempting to secure what she regarded as fuller and more complete data.

Despite his somewhat contrary testimony Beckett obviously realized at the meeting that he was faced with a request for clarification or for additional information, and was resisting the claim of inadequacy. His questioning Walden concerning what was wrong with the information supplied and his claim at the time that it met with the request is susceptible of no other reasonable interpretation. We are not here called upon to determine the merits of either party's views into the adequacy or inadequacy of the information in issue. We do, however, find that throughout the morning meeting Walden was acting as a union agent in pursuit of what she regarded as a need for further data. That, of course, was a legitimate union

objective and she was thereby engaging in protected concerted activity.

The next issue before us then is whether, as the Administrative Law Judge appears to have found, Walden's shouting and her critical comments concerning Beckett were separate and apart from her presentation of her complaint concerning the inadequacy of the information supplied. On the contrary, that conduct was the very means—albeit, we agree, a rude one—by which she presented her complaint and thus was a part of the *res gestae* of the protected activity.

Finally, the question remains as to whether Walden's conduct was so flagrant or so opprobrious as to place it beyond the protection of the Act. We find it was not, for, it really involved only Walden's talking at a shout and making some unkind comments concerning Beckett's intelligence.[1] Obviously Beckett found Walden's behavior unpleasant and uncalled for and his refusing to tolerate it by terminating the meeting only minutes after it began is not being challenged here. However, we have long recognized that the disagreements which arise in the collective-bargaining setting sometimes tend to provoke commentary which may be less than mannerly, and that the use of strong language in the course of protected activities supplies no legal jus-

[1] The Respondent claims that Walden also refused to obey repeated orders of Beckett to change her manner. Such refusal would not necessarily require a different result here, but as a matter of fact it did not occur. Beckett did no more than warn Walden he would end the meeting if she did not change her manner. Also, contrary to the Respondent's claim, there is no evidence that Walden's conduct caused any substantial disturbance of its operations. At most her loud talk distracted 10 persons for a couple of minutes and, as one of them testified, she stopped work momentarily because she wanted to overhear what was being said.

tification for disciplining or threatening to discipline an employee acting in a representative capacity, except in the most flagrant or egregious of cases. While, therefore, Walden's conduct here was less than genteel, we find in view of all the foregoing that her conduct was not so opprobrious as to be unprotected and that by threatening her with severe discipline as described above Respondent violated Section 8(a)(1) of the Act.[2]

The Remedy

Having found that the Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act, we shall order it to cease and desist therefrom and take certain affirmative action in order to effectuate the policies of the Act.

Also as it appears that the Respondent placed in Walden's personnel file a written version of the unlawful warning of possible severe discipline, we shall order Respondent to expunge from that file and all other records any copy of that unlawful warning or any reference to that warning.

In view of all the foregoing, we make the following:

Conclusions of Law

1. American Telephone & Telegraph Co. is an employer engaged in commerce in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

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[2] See, for example, *Houston Shell and Concrete Co., a Division of McDonough Co.*, 193 NLRB 1123; *Crown Central Petroleum Corporation*, 177 NLRB 322, enfd. 430 F.2d 724 (C.A. 5).

2. Local 1150, Communication Workers of America, is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) of the Act by threatening Anne H. Walden with disciplinary action because of her manner of engaging in protected concerted activities in her capacity as a representative of the Union.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, American Telephone & Telegraph Co., New York, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening employees with severe discipline because they engage in protected concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of rights protected by Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Expunge from Anne H. Walden's personnel file and from all other of its records all copies of, or references to, the unlawful warning issued to her on September 17, 1973.

(b) Post at its place of business at 32 Avenue of the Americas, New York, New York, copies of the attached notice marked "Appendix."[3] Copies of said notice, on forms provided by the Regional Director for Region 2, after being duly signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 2, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D.C. JUN[E] 20 1974

EDWARD B. MILLER, Chairman

JOHN H. FANNING, Member

JOHN A. PENELLO, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

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[3] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES
Posted by Order of the
National Labor Relations Board

An Agency of the United States Government

We hereby notify our employees that:

WE WILL NOT threaten our employees who are union agents with severe discipline because they engage in protected concerted activities for the purpose of collective bargaining or other mutual aid or protection.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights protected by Section 7 of the National Labor Relations Act.

WE WILL expunge from Anne H. Walden's personnel file and from all other of our records all copies of, or references to, the unlawful warning issued to her on September 17, 1973.

AMERICAN TELEPHONE & TELEGRAPH CO.
(Employer)

Dated ..... By .....
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 36th Floor, Federal Building, 26 Federal Plaza, New York, New York 10007, Telephone 212—264-0306.

C 321—Affidavit of Service of Papers by Mail.
Affirmation of Service by Mail on Reverse Side.

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UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

Index No. 74-1951

AMERICAN TELEPHONE & TELEGRAPH CO.,

Petitioner ~~Plaintiff~~

against

NATIONAL LABOR RELATIONS BOARD

Respondent ~~Defendant~~

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK, COUNTY OF New York ***ss.:***

The undersigned being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides at
3 Laurel Drive Mineola, New York 11501

That on November 15 ***19*** 74 ***deponent served the annexed***
JOINT APPENDIX

on Elliott Moore and John M. Flynn
attorney(s) for National Labor Relations Board
in this action at National Labor Relations Board Washington, D.C. 20570

the address designated by said attorney(s) for that purpose by depositing a true copy of same enclosed in a postpaid properly addressed wrapper, in a post office—official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

Sworn to before me this 15th
day of November, 1974

Russell M. Banks

RUSSELL M. BANKS
NOTARY PUBLIC, State of New York
No. 41-4524946
Qualified in Queens County
Cert. filed in Queens County
Commission Expires March 30, 1976

Philip Castellano Jr.
The name signed must be printed beneath

PHILIP CASTELLANO JR.